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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

Roll 87

Defense Document Books

Ilgner(part), 6-12B Supplement

Jaehne, 1-3

Knieriem(part), 1-3 Supplement



**THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION**

WASHINGTON: 1976

INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, *United States of America v. Carl Krauch et al.* (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and English-language versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

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and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

<u>Case No.</u>	<u>United States v.</u>	<u>Popular Name</u>	<u>No. of Defendants</u>
1	<i>Karl Brandt et al.</i>	Medical Case	23
2	<i>Erhard Milch</i>	Milch Case (Luftwaffe)	1
3	<i>Josef Altstoetter et al.</i>	Justice Case	16
4	<i>Oswald Pohl et al.</i>	Pohl Case (SS)	18
5	<i>Friedrich Flick et al.</i>	Flick Case (Industrialist)	6
6	<i>Carl Krauch et al.</i>	I. G. Farben Case (Industrialist)	24
7	<i>Wilhelm List et al.</i>	Hostage Case	12
8	<i>Ulrich Greifelt et al.</i>	RuSHA Case (SS)	14
9	<i>Otto Ohlendorf et al.</i>	Einsatzgruppen Case (SS)	24
10	<i>Alfried Krupp et al.</i>	Krupp Case (Industrialist)	12
11	<i>Ernst von Weizsaecker et al.</i>	Ministries Case	21
12	<i>Wilhelm von Leeb et al.</i>	High Command Case	14

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.

Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.

Heinrich Buetefisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).

Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.

Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.

Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.

Paul Haefliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.

Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).

Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

- Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.
- Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.
- August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.
- Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.
- Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.
- Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.
- Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.
- Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.
- Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfuehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigs-hafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines.¹ The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haefliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Buetefisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Buetefisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

<u>Name</u>	<u>Length of Prison Term (years)</u>
Ambros	8
Buergin	2
Buetefisch	6
Duerrfeld	8
Haefliger	2
Ilgner	3
Jaehne	1 1/2
Krauch	6
Kugler	1 1/2
Oster	2
Schmitz	4
von Schnitzler	5
ter Meer	7

All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered 1a-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

- First Motion of the Prosecution, volume 1
- First Joint Motion, volume 3
- Second Joint Motion, volume 14
- Third Joint Motion, volume 24
- Fourth Joint Motion, volume 29
- Fifth Joint Motion, volume 34
- Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

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but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

<u>Exhibit No.</u>	<u>Doc. No.</u>	<u>Exhibit No.</u>	<u>Doc. No.</u>
322	NI 5140	1558	NI 11411
918	NI 6647	1691	NI 12511
1294	NI 14434	1833	NI 12789
1422	NI 11086	1886	NI 14228
1480	NI 11092	2313	NI 13566
1811	NI 11144		

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume *Trial of the Major War Criminals Before the International Military Tribunal* (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as *Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10* (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

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Case 6
Defense

TRIBUNAL VI

CASE 6

DOCUMENT BOOK VI

for

Dr. Max ILGNER

submitted by

the Defense Counsel

Dr. Herbert NATH
Attorney

Aug



Index of Document Book VI
for Dr. Max I L G N E R

Doc. No.	Exh. No.	C o n t e n t s	PAGE
90		<p>Affidavit of Dr. Gustav SCHLOTTERER, chief of the export department of the Reich Ministry of Economy on the nature and importance of the promotion of export. This was of national economic importance since the Reich Government declined to join in the devaluation of the Dollar, Pound Sterling and other currencies.</p> <p>The German system of promoting exports provided a fund from which the German export firm was paid the difference between home market value and the reduced export price. The means for this fund had mostly to be raised by German industry which apportioned the costs to its members.</p> <p>The Reich Ministry of Economy repeatedly asked German economy to submit proposals for an increase of export. Goering as the Plenipotentiary of the Four Year Plan considered export unnecessary. German industry put up a fight against this deadly menace to German export. The reason for doing so was stated to be, that export also served the interests of the Four Year Plan. "If this argument had not been used, exports would have dropped still further in view of Goering's attitude and his dictatorial powers as Plenipotentiary of the Four Year Plan."</p> <p>The bulk of German imports did not consist of armaments or raw materials essential for armaments.</p> <p>German exports were the reasonable means to procure vital goods for Germany in a peaceful way, which was even confirmed to the Reich Ministry of Economy by foreign statesmen. "This German promotion of export was thus a means to avoid war and to guarantee peace,"</p>	1

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for Dr. Max I L G N E R

Doc. No.	Exh. No.	C o n t e n t s	page
91		<p>Affidavit of Karl BLESSING, assistant to SCHACHT in the Reich Ministry of Economy. He describes the development of the export-promotion-system. The subsidies granted by the state never exceeded the proportion of devaluation of the importing countries or alternatively the competitive exporting countries. The I.G. was assessed with an exceptionally high amount for the export-promotion-fund, to which they objected.</p> <p>"I wish to state quite clearly that the plan for establishing an export-promotion-fund through industry did not originate with the I.G. or other circles of private economy, but was launched by the Reich Ministry of Economy - as a result of the German export position at that time. At first the circles of private economy - and especially the I.G. - opposed this plan violently, since it meant an extraordinary financial burden. To suppose that private economy had a special interest in these measures, is erroneous; it was ordered by the government."</p>	7
92		<p>Extract from the minutes of the 92nd meeting of the working committee held on 21 June 1935 at Frankfurt/Main. Geheimrat SCHEITZ reported on the export-promotion levy. "In future it will be necessary that export transactions which are classified under the export reimbursement scheme, be forced to an even greater extent."</p>	10
93		<p>Extract from the minutes of the 93rd meeting of the working committee, held on 3 September 1935. Geheimrat SCHEITZ reports on the export levy.</p>	13
94		<p>Circular letter by the Economic Group Chemical Industry of 18 June 1935 to its members, with an order attached, dated 17 June 1935, concerning the export promotion levy, ordered by the State, for which an assessment similar to that for taxation purposes was made, and payment of which could be enforced by means of the recovery procedure.</p>	14

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for Dr. Max I L G N E R

Doc. No.	Exh. No.	C o n t e n t s	P a g e
95		Affidavit by Walter DIHMANN, chief of the Compensation Department of I.G. Berlin NW 7, later on called Export Promotion Department. The I.G. had a natural interest in sponsoring their very important export business. For this reason and in view of the amount of export levy charged to the I.G., they made considerable efforts to carry out those transactions which were dealt with under the export promotion scheme. The scope of the department Export Promotion is described, especially the measures taken for developing Soya-cultivation in South-East Europe. The irregularities of the national export-promotion-system through which particularly also the I.G. had to suffer, as it was one of the biggest exporters, caused Dr. I L G N E R to voice his criticism in his memorandum on export promotion. (Prosecution-Documents III-1570, Exhibit 762, Document Book 41, English page 26, German page 42). "We are not concerned with a new export promotion plan or even an export plan for the German economy". "The reference to the Year Year Plan in the heading of the memorandum was made so that the official authorities would pay closer attention to the explanations".	24
96		Internal letter of I.G. Berlin NW 7 of 8 November 1940 on export reimbursements. The enclosure of the same date shows the amounts charged to the I.G. from 1935 up to 1940 within the scope of export-promotion-measures and the amounts they received as export reimbursements.	31
97		File note of the Directorate Department Eyes of the I.G. Frankfurt-Main of 4 August 1934. Ministerialrat SCHLOTTERER of the Office Goering has requested the I.G. to explain comprehensively in how far an increase of the export-volume of the I.G. could be achieved.	35

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for Dr. M a x I L G N E R

Doc. No.	Exh. No.	C o n t e n t s	page
98		Letter from the Export Promotion Department of I.G. Berlin NW 7 of 7 August 1937 to Directorate Department Dres in Frankfurt/Main. Passing on definite orders of the Reich Ministry of Economy and of the Staff of Generaloberst Goering to the competent I.G. authorities with regard to the increase of export.	37
99	362 Prosecution	Excerpt from the minutes of the meeting of the Commercial Committee held on 27 August 1937. The Commercial Committee deals with the requests received by the I.G. from national authorities to consider additional measures in order to achieve a further increase of I.G.'s exports.	40
155		Excerpt from the minutes of the meeting of the Commercial Committee held on 11 March 1938. To cipher 11: "Dr. von SCHWITZLER and Dr. KRUEGER report about the call made by the Reich Ministry of Economy and the Supervisory Office Chemistry (Pruefungsstelle Chemie) to continue their undiminished efforts to maintain, or rather to increase, the volume of exports". The Commercial Committee resolves to submit a report to the Ministry about the position and the prospects of export business.	41
100		Affidavit of Walter BIRLMANN, in which he expresses his point of view on the Prosecution Document NI-4453, Exhibit 768, Document Book 41, English page 84, German page 142. The various requests addressed to the I.G. for an increase in their export had a very disturbing effect on the business. For this reason the I.G. endeavored to prove that they had already made exceptional efforts in this direction. "In order to free the I.G. from further requests of this kind, a somewhat exaggerated account of these endeavors by the I.G. was purposely given in such reports". This is proved by individual examples.	

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for Dr. M a x I L G N E R

Doc. No.	Exh. No.	C o n t e n t s	page
101		Treatise by the Economics Department of 25 March 1939 on "Foreign methods of export-promotion". In this report the Economics Department explains the measures for export-promotion taken by U.S.A., England, France and other countries, and the necessity for them considered from the national economy point of view.	45
103		Excerpt from the lecture held by Dr. Max ILGNER on 28 January 1938 at the Institute for World Economy at the University of Kiel on the subject: "Increase of export by participation in the industrialization of the world". Dr. ILGNER approves of the tendencies of industrialization, which have become apparent in countries supplying raw material and agricultural goods; and advocates the support of these tendencies in the respective countries and the increase of the volume of world trade to be expected as a result thereof. Dr. ILGNER stresses the importance of having good representatives abroad and in this respect points out especially the example given by Anglo-Saxon firms. He takes a clear stand against colonization tendencies and emphasizes that - with regard to joint foundations - the indigenous partner is to receive the majority of the stocks.	55

DOCUMENT BOOK VI, ILGNER
ILGNER DOCUMENT No.

I hereby certify that all documents contained in this Document Book are verbatim and true copies of the documents submitted to the Tribunal.

Munich, 2 March 1948

Dr. Herbert MATH
Attorney

A f f i d a v i t .

I, Dr. Gustav SCHLOTTERER, born 1 March 1906 in Liberach-Riss (Auerth.), at present at Nuernberg, am aware that I render myself liable to punishment by making a false affidavit. I hereby declare on oath that my statement is true and was made to be submitted as evidence to the American Military Tribunal in Nuernberg.

In my capacity as former chief of the export department in the Reich Ministry of Economy, I am able to state the following with regard to the nature and significance of the promotion of export:

1. The system for promoting German export which was introduced in 1935, was to restore the competitive power of the German export, which had suffered greatly due to the devaluation of most foreign currency, especially that of the Dollar and the Pound. Since German prices at home exceeded the world market prices generally, German export increased to an alarming extent. That occurred during a period when the requirements of foreign currency for foods and raw materials rose steadily, due to the elimination of unemployment and the general economic boom.

The system for promoting German export was based on the principle that the German exporters would be refunded the difference between the German price at home and the foreign proceeds, from a fund built up by the Reich Group Industry. The capital of the fund was for the greater part contributed by the German industry in form of

- 2 -

additional payments on the turnover at home.

The German economy, especially the German industry, was greatly in doubt about this procedure perfected by the Reich Ministry of Economy. It would have preferred a devaluation of the Reichsmark, corresponding to the devaluation of the Pound resp. the Dollar or any other measure in that line. SCHACHT almost had to force the economy to adopt his procedure. The intelligent economic circles understood, however, that there was no other way of saving the German export, after the Reich Government had disapproved a devaluation for various reasons.

2. The entire German export was under the supervision and direction of the Reich Ministry of Economy. This was manifested by instructing the export firms, for instance, to give priority in delivery to certain countries or to conclude certain important transactions. The Reich Ministry of Economy enforced a priority list of countries, for instance, which served as a directive to the exporters in the treatment and consideration given to the individual countries in the export contracts. Countries which supplied important foods and raw materials or free currency, for instance Argentina, U.S.A. or Canada were at the head of the priority list and had to be given preferential treatment by the German export firms as far as delivery was concerned. He also frequently appealed to the large German export firms if an important transaction with countries abroad had to be concluded, such as a transaction with Argentina concerning corn in 1938.

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- 3 -

3. Since complaints regarding the impediment of the export by bureaucratic measures were submitted repeatedly and since the situation concerning foreign currency was growing worse due to the constantly growing import requirements, we regularly requested the German economy to refer its proposals for an increase of the German export to us.

Our request was forwarded to the Economic Groups as well as large export firms with practical experience with regard to countries abroad. This exchange of experience was an indispensable pre-requisite for our economic and export policy. We constantly pointed out to the German industry that the increase of export was in its interest, for otherwise the raw materials for the continued operation of the machines and factories and the fees for the workers would not be available. We demanded particularly of the Economic Groups and representative German firms such as the I.G., that they adjust themselves to political-economic necessities beyond the purely private interests.

Dr. ILGNER's memorandum particularly took these political-economic aspects into account and was therefore recognized by the Reich Ministry of Economy. It furthermore adhered to the trend of the export policy pursued by us, inasmuch as it assigned the function of directing and supervising the export to the state, but reserved the actual transaction of the export to private economy.

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4. Export met with great difficulties in Germany, especially from 1937 onward, due to the increasing demand on the German industry. Under the pressure of urgent Wehrmacht, Four Year Plan and other domestic orders, export was more and more pushed aside. Certain German leading circles, e.g. GERING, were of the opinion that export was no longer required and only the Four Year Plan should be considered. In order to be able to combat these opinions which were dangerous and even fatal to the German export, the Reich Ministry of Economy as well as the German economy, again and again used the argument that without export the Four Year Plan was impossible, as the foods and raw materials required for the supply of the population and the economy would be lacking. If these arguments had not been used, export would have shrunk more and more, due to GERING's attitude, who as Plenipotentiary of the Four Year Plan had dictatorial powers.

5. In view of the difficulty of the subject and finally also the lacking experience in the field of export control, the Reich Ministry of Economy made the least possible use of orders and regulations. It attached importance to inspire the economy with confidence, to listen to its advice first and then to make the decisions. It was however apparent from the nature of the state control, that finally, at the end of the discussion, the opinion of the Ministry would be decisive and would have to be adopted, even if no specific and written instruction was issued.

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6. The Reich Ministry of Economy and wide circles of the German economy, among them also Dr. ILGNER, considered the promotion of German export the only means of securing Germany's supply with foods and raw materials peacefully, namely by transaction and barter. However, the majority of the German imported goods were not armament materials or raw materials important for armament. Raw materials important for armament such as iron, metals, rubber etc. constituted only a small fraction of the entire German import.

We entirely agreed with important foreign diplomats and economists, that a sufficient German export would help to prevent a war. We were repeatedly told in countries abroad, that Germany required foreign raw materials and foods and that every sensible method of procuring same by peaceful means, that is by foreign trade and export, would have to be promoted by the foreign countries in every respect.

These foreign circles pointed out to us that there were two trends in Germany: one group which wanted to secure these raw materials and foods by force, e.g. by military conquest and occupation; the second group which wanted to reach this goal by peaceful means, through trade and export. Particularly England and France stated that this second group deserved all foreign support in its endeavors to intensify German foreign trade and to increase the German export.

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Leading English circles had these views transmitted to the Reich Ministry of Economy through the President of the German Chamber of Commerce in London in 1938. Particularly the then English Minister of Commerce HULSON was known to support this conception.

Therefore the promotion of German export was in no way a means to preparing for a war, but on the contrary a means of preventing military strife and securing the peace.

Nuernberg, 22 January 1948

signed Dr. Gustav SCHLOTTERER

I hereby certify and attest the above signature of Dr. Gustav SCHLOTTERER, Nuernberg, affixed before me, Dr. Joachim LINGENBERG.

Nuernberg, 22 January 1948

signed Dr. Joachim LINGENBERG

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A f f i d a v i t .

I, Karl BLESSING, born 5 February 1903 in Blzweihingen/
Quertt., at present in Nuernberg, am aware that I render myself
liable to punishment by making a false affidavit. I hereby
declare on oath that my statement is true and was made to be
submitted as evidence to the Military Tribunal at the Palace of
Justice in Nuernber .

From August 1934 until June 1937 I was Dr. Hjalmar SCHACHT's
collaborator in the Reich Ministry of Economy in Berlin. The
treatment of questions pertaining to foreign trade was part of
my tasks. I am therefore in a position to state the following
in connection with the extent and significance of the measures
taken for the PROMOTION OF THE GERMAN EXPORT:

At the suggestion of Dr. SCHACHT, we evolved a plan in
spring 1935, which aimed at the revival of German export. Due
to the devaluation of the most important foreign currencies,
particularly that of the Dollar and Sterling block, German export
was naturally strongly impeded. The measures taken for the
procurement of employment had led to a boom at home, which induced
the German exporter to export less and to sell more on the domestic
market. A certain minimum of export and the procurement of foreign
currency connected therewith, was however required at all costs
in order to maintain the German economy. Since a devaluation of the
Reichsmark had been disapproved by the German Reich Government in
view of the entangled international exchange situation and a
slowing down of the boom developing at home was undesirable for
social reasons, the Reich Ministry of Economy attempted to find a
way out of this situation by imposing a levy on the entire German
industry, so as to acquire means of stimulating German exports
unable to compete.

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This incentive was planned in the form of an export allowance on certain categories of goods, which was to be paid out of this fund established by private economy, according to a definite schedule. The total of these export allowances however at no time exceeded the extent of the devaluation in the pertinent receiving countries, resp. that of the competing export countries.

In connection with this operation, Dr. von SCHNITZLER, member of the Vorstand of I.G. Farbenindustrie, paid me a visit in spring 1935 and told me that Mr. BRINKMANN, then Chief of the Export Department of the Reich Ministry of Economy, had imposed such a high levy on the Economic Group Chemical Industry, that the I.G.'s share amounted to 50 - 55 Million Reichsmark, a sum which even exceeded the buying power of the I.G. Farbenindustrie. He urgently requested me to review the question again and to consider a reduction for the I.G., namely by lowering the total amount for the Economic Group Chemistry, as the I.G. did not wish a reduction at the expense of the remaining chemical industry. The I.G. was however not in a position to accept the amount of more than fifty million Reichsmark. I discussed this question in detail with Mr. BRINKMANN and also expressed my doubts concerning the amount to be paid. I furthermore informed Dr. SCHACHT of this controversy. As far as I remember, a trivial reduction was achieved in further negotiations between Dr. ILGNER and other gentlemen of the I.G. and Mr. BRINKMANN. One day Mr. BRINKMANN told me incidentally that he had reached an agreement with the I.G.; the younger gentlemen of the I.G. had been of the opinion that a higher amount would be acceptable, since according to the new export procedure, they thought export allowances could also be obtained for the I.G.

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I want to make it quite clear that the plan for the establishment of a fund for the promotion of export by the industry did not originate with the I.G. or other circles of private enterprise, but was evolved in the Reich Ministry of Economy and that it was a compulsory measure resulting from the position of German foreign trade at that time. Private enterprise, particularly the I.G., strongly opposed this plan at first as it constituted an extremely high financial burden. The possible assumption that private enterprise as such was interested in these measures, is erroneous; they were ordered by the state authorities.

Nuernberg, 26 November 1947

signed Karl BLESSING

I hereby certify and attest the above signature of Mr. Karl BLESSING, affixed before me, Mr. Joachim LINGENBERG.

Nuernberg, 26 November 1947

signed Mr. Joachim LINGENBERG

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Excerpt from

the minutes of the 92nd meeting of the Work-Committee, held on
Friday, 21 June 1935, 1500 hours, in the Administrative Building,
Frankfurt/Main.

Present: The gentlemen named in the appendix.

Herr Geheimrat SCHMITZ opened the meeting at 1520 hours.

Item 1 of the agenda:

Central Committee

Export Promotion Levy:

Referent SCHMITZ

On the basis of a memorandum of Dr. KRUEGER's, Herr
Geheimrat SCHMITZ discusses the negotiations concerning the export
promotion levy and reports on the seals submitted. Metals not
covered by Economic Group Chemistry are subject to a separate
arrangement.

The gentlemen agree as to the calculation of the levy.
In future we will have to push more of those export seals which
come under the export reimbursement.

.....

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List

of gentlemen attending the 92nd meeting of the Work Committee, held on Friday, 21 June 1936, at 1500 hours in the Administrative Building, Frankfurt/Main.

From the Aufsichtsrat:

von Rath, Hauser.

From the Verwaltungsrat:

Dr. O.V. Weinberg,	Geheimrat Dr. A.V. Weinberg
Geheimrat Dr. Schu	Dr. Kreckler
Dr. v. Simson	Dr. Kalle.

From the Work Committee:

Geheimrat Dr. SchmitzVorsitz
Dr. Quotefisch	W.R. Mann
Dr. Gajewski	Dr. ter Meer
Dr. Hermann	Otto
Dr. Hoerlein	Dr. Pistor
Dr. Krauch	Peter Andreas
Dr. Kuehne	Dencker

also Hanser, Weiss

Minutes: Luisberg.

A f f i d a v i t .

I, Peter KRONMUELLER, employee of the IG Control Office in Frankfurt/Main, and Chief of the Central Archives in Frankfurt/Main-Griseheim, residing in Frankfurt/Main, Lersnerstrasse 31, am aware that I render myself liable to punishment by giving a false affidavit.

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I depose that the above excerpt is a true copy of the original document deposited in the Records building, of the IG Control Office, Frankfurt/Main-Griesheim.

Frankfurt/Main-Griesheim, 5 February 1948
signed Peter KRONMUELLER

It is hereby attested and certified that the above signature is that of Herr Peter KRONMUELLER, residing in Frankfurt/Main, Lorenstrasse 31, affixed before me today.

Frankfurt, 5 February 1948
signed Dr. Walter LACHEY

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Excerpt:

Minutes

of the 93rd meeting of the Work Committee, held on Tuesday,
3 September 1935, 1500 hours, in the Administrative Building,
Ludwigshafen/Rhine.

.. ..

Item 1 of the agenda:

Central Committee.

Referent SCHMITZ

Herr Geheimrat SCHMITZ reports on the Export Levy, which
was discussed at length in the Central Committee. A general
discussion follows.

...

Certified as a true and correct copy of the above document.

Munster, 23 February 1943

signed Dr. Walter RACHA.

ECONOMIC GROUP CHEMICAL INDUSTRY

Registered letter

confidential

Berlin T 35, 18 June 1935
Grossadmiral-Prinz-Heinrich-Strasse 18
Telephone: Mainline D 2 Luetzow 9661
Telegrams: "Alchemie".

To the Members of the Economic Group
Chemical Industry.

Our reference E F A

Journal No. 23 666

Please quote reference and
journal number in your reply.

Subject: Levy for Export Promotion.

Negotiations on the further expansion of the export drive have been in progress for some time between the Reich Minister of Economy and the Economic Groups. In these negotiations the Reich Ministry of Economy, pointing out how very critical the present situation is, has stressed again and again that supplies of the necessary raw materials and foods from abroad can be assured only if we manage to export in sufficient quantities. Only if German exports are kept up by the immediate availability of new funds put up by industrial economy as a whole will the continuation of Germany's domestic boom and the success of the National Work Procurement Program be assured. However, inadequate foreign currency funds make it impossible to procure sufficient means for the export drive in the old way. Realizing that export promotion is the most important current task, industrial economy could not ignore this demand of the Reich Minister of Economy.

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The Reich Minister of Economy finally fixed the total amount to be provided by the Economic Group Chemical Industry at RM 135 000 000.-; I enclose my directive on the levy, as approved by the Reich Minister of Economy.

All authorities concerned are aware that this imposes a considerable burden on industrial economy. The members of the Economic Group are expected to fulfil the obligations arising from this arrangement. The scale of contributions was drawn up as fairly and uniformly as possible. Since the levy system is the responsibility of the Economic Groups, I wish to point out that the heaviest possible punishment will be administered against anyone making any attempt to interfere with same, to evade the levy, in order to manoeuvre a shifting of competitive power within the Economic Group.

The Reich Minister of Economy is particularly anxious to avoid delays in the payment of the levies, such as would arise in awaiting final assessments made by the Economic Groups. Therefore, so as to have the necessary funds immediately for financing exports, it is directed that, until these final assessments are available, self-assessments must be supplied by the individual enterprises according to No. 5 of my directive, to serve as a provisional basis, and payments corresponding to this self-assessment must be made regularly towards the due monthly rate now, to an amount corresponding as nearly as possible to the forthcoming assessment.

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It is therefore imperative at first that prepayments for May and June 1935 are made so early that by 25 June they are already deposited in the Economic Group's account quoted in the enclosure.

Let me finally point out that for obvious reasons the export promotion levy must be treated as strictly confidential at all costs, and that therefore all members of the Economic Group Chemical Industry are under the obligation to take the necessary steps to maintain the required secrecy.

Heil Hitler!

signed CLEMM
Chief of Economic Group
Chemical Industry

Enclosure: 1. Directive
2. Form for registration and self-assessment.

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Economic Group Chemical Industry

The Manager

Berlin, 17 June 1935

Ordinance concerning the export promotion levy.

Article 1.

The total levy of 135,000,000 RM, irrevocably fixed by the Reich Minister of Economy for the Economic Group Chemical Industry in his letter dated 14 May 1935, has to be raised by all enterprises and owners belonging to this Economic Group on the basis of the ratio of contribution approved by the Reich Minister of Economy on 9 June 1935.

Article 2.

- a) The turnover of the calendar year 1934 will form the basis for calculating the share to be contributed by the individual enterprises. The turnover liable to turnover tax of all products belonging to the sphere of the Economic Group Chemical Industry, which are manufactured by the enterprise, is to be taken into consideration. In this connection the turnover of its associated companies, too, is to be counted as turnover of the enterprise within the meaning of article 2, section 2, paragraph 2, of the new turnover-tax law of 16 October 1934, and of article 2 of the implementation regulations of 17 October 1934, concerning the turnover-tax law.
- b) Decisive is the turnover-tax assessment which has been issued for 1934 and is based on the turnover-tax return of the spring of 1935. Until the definite assessment the turnover subject to taxation as reported in section II, No. 7, of the turnover-tax return, will be taken as basis.

c) Of this turnover those supplies and contributions may be deducted, which refer to another economic group of industry or trade or to the Reich Food Estate. These deductions will be recognized only if the following conditions are complied with (compare II of attached turnover report):

1. Exact figures in terms of the goods in question are to be given for the turnover which is to be deducted.
2. It should be indicated in the case of each commodity to which economic group this turnover refers.
3. The certificate of a certified public accountant is to be submitted within one month after the turnover report, confirming that the statements to 1) and 2) conform to the books.

d) If the turnover-tax return covers a period longer than the calendar year (that is the case if the economic year is not identical with the calendar year), the turnover will be calculated in accordance with the turnover-tax return, or the subsequent turnover assessment, by multiplying the monthly average by 12.

Example:

Turnover from 1 July 1933 until	
31 December 1934	RM 600,000.-
Calculation of turnover tax 1934	
<u>600.000 x 12</u>	
12	RM 400,000.-

Article 3.

In the turnover calculated according to the principles laid down in article 2 the levy will be raised as follows:

Enterprises with a turnover of less than 1 million RM make a basic contribution only.

Enterprises with a turnover of over 1 million Reichsmark pay beside the basic contribution an additional contribution.

a) The basic levy amounts to 3% with the provision that the first RM 100,000 are free, while on the next RM 400,000 the levy will be 2% only.

b) If the turnover exceeds 1,000,000 RM, an additional levy will be imposed beside the basic levy, according to the following scheme:

for the first million	no additional levy	
for the following 10 million		0.2%
for the following 15 million	0,2% / 0,4% =	0,6%
for the following 15 million	0,2 / (2 x 0,4%) =	1,0%
for the following 15 million	0,2 / (3 x 0,4%) =	1,4%
for the following 15 million	0,2 / (4 x 0,4%) =	1,3%

and so on without upper limit.

Example:

A firm has a turnover subject to a levy of 43,000,000 RM in 1934.

The following amounts are to be paid in this case:

a) basic levy	
100,000 RM	free
400,000 RM at 2%	8,000 RM
42,500,000 RM at 3%	1,275,000 "

43,000,000 RM	1,283,000 RM
b) additional levy	
1,000,000 RM	free
10,000,000 " at 0,2%	20,000 RM
15,000,000 " at 0,2% / 0,4%	90,000 "
15,000,000 " at 0,2% / (2 x 0,4%)	150,000 "
2,000,000 " at 0,2% / (3 x 0,4%)	28,000 "

43,000,000 RM	288,000 RM
=====	

The total levy amounts therefore to 1,571,000 RM

Article 4.

Payment of the levy has to be made in 12 equal monthly instalments. Each monthly instalment is always due on the first of the month, beginning on 1 May 1935. Each amount has to be paid in such a way that on the 12th of each month at the latest it can be credited to the special account "Contribution tax" (Aufbringungsumlage) which the Economic Group Chemical Industry has opened with the

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Reichkredit-Gesellschaft A.G., Berlin 18, Behrenstr. 21/22;
membership number has to be indicated when making the payment.

At the same time the management of the Economic Group
Chemical Industry - Department "Contribution Tax" - has to be
informed.

Article 5.

Until the assessment of the levy the enterprises which are
liable to make contributions have to make advance payments to
the account mentioned in article 4 in such a form that these
amounts will be credited to the account before the 12th of each
month, stating membership number and informing the Economic
Group Chemical Industry, Department "Contribution Tax".

The advance payments for the instalments which were due on
1 May and 1 June must be made to the said account before 25 June.

The advance payments have to be made on the basis of self-
assessments, which have to be made in accordance with articles
2 to 4. (Compare IV of the turnover report).

article 6.

The assessment for the levy is made on the basis of the
following documents to be submitted before 25 June 1935 to the
Economic Group Chemical Industry, Department "Contribution Tax":

- 1) the attached turnover report to be filled-in and the
self-assessment;
- 2) a copy of the turnover-tax return for 1934 submitted in
spring 1935, together with all documents, in particular
the supplement to section II/6; the conformity of the
copy with the original has to be certified by a legally
valid signature;
- 3) the turnover-tax assessment 1934, which has to be sent
in at a later date if it has not been submitted as yet,
indicating whether it has been accepted or whether
an appeal has been lodged;

- 4) if necessary the certificate of a certified public accountant in accordance with article 2c) 3.

These proofs have to be submitted by all enterprises belonging to the Economic Group Chemical Industry, even if they have not been registered as yet or if their turnover does not exceed RM 100,000.-

Until the final turnover-tax assessment has been submitted, a provisional assessment for the levy will be made.

Article 7.

If the documents for the assessment in accordance with article 6 are not submitted in time, an assessment based on estimate will have to be expected.

Article 8.

The enterprises and owners belonging to the Economic Group Chemical Industry are bound to give to the Economic Group any information necessary for the raising of the export promotion levy in accordance with the ordinance of 13 July 1923 - Reich Law Gazette 1923, Part I, page 723 - based on the authorization of the Reich Minister of Economy of 5 June 1935. The demand for the submission of documents in accordance with the above article 6 is therefore based on this ordinance. Non-compliance with this order to give information or non-compliance with the deadline set therein will result in punishment in accordance with article 6 of the Ordinance concerning the duty to give information.

Article 9.

Against the assessment of the levy by the Economic Group Chemical Industry an appeal can be lodged by registered letter with the office of arbitration set up with the Economic Group Chemical Industry, within 2 weeks after the receipt of the assessment. The appeal can be supported only by the fact that the levy was fixed by a wrong application of the contribution key. If

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the appeal is rejected by the office of arbitration as inadmissible or as unjustified, a further appeal may be lodged by registered letter within two weeks after the receipt of the decision by the office of arbitration, with the office of arbitration established in the Reich Group Industry. The decision of the office of arbitration of the Reich Group Industry is final.

First and second appeal have to be sent to the competent offices of arbitration with the reasons given in detail.

The second appeal is admissible only, if the value of the object of the appeal exceeds RM 300.-.

The complainant has to bear the costs if his appeal is unsuccessful; if he is partially successful, part of the costs can be imposed on him.

The lodging of the first or of the second appeal does not suspend the efficacy of the assessment; in particular the obligation to pay the levy is not suspended.

Article 10.

The imposing of extra charges for payments overdue and the possibly necessary collection will be effected in accordance with legal provisions.

The Manager
of the Economic Group Chemical
Industry

signed CLEMM.

A f f i d a v i t .

I, Peter KRONAUER, employee of the I.G. Control Office at Frankfurt/Main and Chief of the Central Archives Frankfurt/Main-Griesheim, residing at Frankfurt/Main, Lersnerstrasse 31, know that I render myself liable to punishment by giving a false affidavit.

I state on oath that

1) the attached photostat of the circular of the Economic Group Chemical Industry, journal No. 20 666, dated 18 June 1935, concerning the export promotion levy and the order, mentioned therein, of the Chief of the Economic Group Chemical Industry concerning the export promotion levy of 17 June 1935, and 2) the attached copy of the circular of the IG export promotion department, dated 3 November 1940, concerning export reimbursements, export promotion tax 1938/1940 as well as of the comparative study, mentioned therein, of export levies raised by the Economic Group Chemical Industry and by other economic groups and of the export reimbursements approved for IG-including the nitrogen syndicate (IG share) and its associated companies, dated 8 November 1940.

are identical with the documents in the Records Building of the IG Control Office Frankfurt/Main-Griesheim.

Frankfurt/Main-Griesheim, 26 January 1948

signed P. KRONAUER

I herewith attest and certify the signature, overleaf, to be that of Herr Peter KRONAUER, residing at Frankfurt/Main, Lersnerstrasse 31, affixed before me this day.

Frankfurt/Main-Griesheim, 26 January 1948

signed Dr. Walter BACHM
Assistant Defense Counsel

- 1 -

I, Walter WILMANN, born on 14 January 1897 at Berlin, residing at Klueberstrasse 24, Frankfurt/Main, know that I render myself liable to punishment by giving a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at Nuernberg.

In the spring of 1936 I was appointed chief of the compensation department, a sub-department of the Central Finance Administration of the IG Berlin N. 7, which was later called export promotion department and became a main department within the organization Berlin, N. 7. - As chief of this department I was a Prokurist (manager with power of procurement). I can therefore state the following:

IG's and its associated companies' business was always very considerable and the firms were naturally interested in the promotion and, if possible, the extension of this business. This interest was due partly to the fact that IG's extended production program required the import of raw materials which had to be procured by foreign exchange.

Two obstacles were, above all, in the way of German and, as a result, IG export:

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1) The bilateral agreements between Germany and clearing countries generally fixed maxima of value for imports and exports of the various commodity groups. These maxima were generally not adequate for the products which German chemical industry was in a position to sell abroad. - Efforts were therefore made to extend the maxima by means of compensation business.

2) Since 1931 England and the US had been devaluating their currencies. As years went on, other countries of the sterling and dollar blocks followed these examples. These measures had necessarily an ever increasing throttling effect on German export. The German government remembering the economic and psychological effects of currency devaluation at the time of German inflation considered it necessary to refrain from Reichsmark devaluation; that is why the Reich Ministry of Economy developed an internal export subsidy system in order to maintain German export. This procedure which to my mind was merely a defense measure against the currency manipulations of those countries that constituted some of Germany's principal markets, took the following form:

The whole German industry had - proportionally to their domestic turnovers - to pay a contribution on a progressive scale to a fund from which export subsidies were paid by a so-called procedure of subsidized exports (ZAV) in accordance with a rather complicated system. - Considering the large turnover which IG and its associated companies had as compared with the remaining German industry, IG was assessed at an extraordinarily high rate of tax which even IG could hardly meet from current business.

From my personal contact with Mr. Max ILGNER I know that the IG Vorstand succeeded in negotiations with the Reich Ministry of Economy to obtain reduction of the tax which had originally been fixed at 60 million RM p.a.. The Reich Ministry of Economy submitted two alternative suggestions in the course of these negotiations, namely:

- a) Participation of the IG in the ZAV by payment of a tax of 55 million RM p.a., or
- b) Payment of a tax of RM 60 million p.a. a fonds perdu, i.e. without participation in the ZAV.

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Dr. ILGNER was of the opinion that IG had better accept the first suggestion, as, to his mind, IG would, by special efforts, be able to recover more than the afore-mentioned difference of 5 million RM every year by participation in the ZAV. The IG Vorstand agreed to Dr. ILGNER's suggestion. Experience justified Dr. ILGNER's opinion.

The practical application of the ZAV required a complicated organization within IG. Because of this Dr. ILGNER changed the existing compensation department into the so-called department for export promotion and entrusted this department with the technical execution of the subsidized exports procedure. IG and its associated companies co-operating with the department for exports promotion, applied and utilized all the regulations of the subsidized exports procedure in such a manner that the export aid, which they gained from the fund, as far as I remember, left only a yearly average of about 20-25 million RM to be actually paid.

In this connection I would mention that the authorities tried to avoid dumping in order to handle the available resources of the fund for export promotion economically and also for the sake of German reputation abroad. It was intended to avoid, as far as possible, any exploitation of this procedure to the detriment of other foreign competitors on the markets concerned or any undercutting of prices abroad on the part of German industries among themselves. Therefore the authorities,

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studying very carefully the reports of the representatives abroad, and examining the offers made by competitors etc., tried to grant export aid in each specific case only as far as absolutely necessary; in many cases the German manufacturer was asked to bear part of the loss himself. Experience showed, however, that in spite of all caution this goal was not always achieved.

The department for export promotion did not only deal with the procedure of subsidized exports, but also assisted the/sale unions of IG and its associated companies with respect to other export aids ordered by the authorities (e.g., compensations, aski and blocked mark transaction etc.).

In connection with the compensation business which developed approximately at the time of the currency devaluations of the sterling and dollar block countries, IG Berlin N. 7 succeeded in South Eastern Europe to lay the foundation for a smooth settlement of such compensation business.

Due to Dr. ILGNER's and his IG (Berlin N. 7) collaborators' initiative, the soya bean cultivation was firmly established in the agricultural crop rotation of Roumania ^{and} Bulgaria after several years of painful and very expensive preliminary work; the imported soya beans were to pay in particular for the increasing German export to South Eastern Europe. This additional import took place by compensation, outside the maxima fixed by trade agreements against additional German export

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which benefited not only IG, but also, to some extent, other German industries. - Germany was seriously interested in the import of soya beans from South Eastern Europe - value in 1938 about 10-12 million RM, as far as I remember - to help fill the latent gap in the protein and fat supply of the German food economy.

The various export aids organized by the authorities had in some cases - as has been pointed out above - an unfavorable effect on fair competition among German export houses abroad; one of the reasons was the over-organization in this field. In particular, many German export trading houses which - in contrast to industry - were not so very much interested in the organization and cultivation of the export trade on a permanent basis, often rigorously exploited the export aids regardless of business morals. This procedure was harmful, particularly also to IG's export business.

The Defense has submitted to me the Prosecution document exhibit 762, Document No. 1570. The memorandum contained in this document, drawn up by Dr. ILGNER and entitled "Export promotion within the framework of the Four Year Plan" is known to me. This memorandum was drawn up because of the IG export business difficulties mentioned in the preceding section. Dr. ILGNER informed me at that time that he had also talked these questions over with the chairman of the Reich Economic Chamber's committee for commercial policy, Dr. TRENDLENBURG, who had suggested that he should draw up this memorandum.

A critical analysis of the export promotion memorandum shows that to a large extent the memorandum contains a criticism of official export promotion measures

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which had been in force for years. There was no question of a new export promotion plan or an export plan for German economy. To my mind, above all Dr. ILGNER wanted to strengthen the influence of private economy on the whole management of practical export promotion implementation. In this connection I refer to the suggestions made under No. IV of the memorandum. Such suggestions did not fit into the official German economic policy. Dr. ILGNER's suggestions had therefore no practical result as experience has shown.

The words "within the competency of the Four Year Plan" were to my mind inserted in the title of Dr. ILGNER's export promotion memorandum in order to direct the special attention of the authorities to his explanations. At that time the "Four Year Plan" had become such a general catchword that such a reference was frequently used to emphasize statements.

In his considerations and suggestions regarding export matters about which he was particularly concerned, Dr. ILGNER started from the idea - this can also be seen from his many lectures - that Germany's welfare depends on that of other countries. Therefore his suggestions always aimed at measures fit to raise living standard of other countries which according to him necessarily were also beneficial for Germany's welfare. The ceterum censeo of his statements - also in the circle of his more intimate colleagues - was: live and let live.

DOCUMENT BOOK VI ILGNER
ILGNER DOCUMENT No. 55

- 7 -

I cannot remember any statements made by Dr. ILGNER to the effect that the IG generally and his personal work in the interest of the IG in particular were to be utilized for preparations for war, let alone a war of aggression. On the contrary, Dr. ILGNER's long-term economic planings would only be realized in peace time.

Frankfurt/Main, 24 January 1948

signed Walter DIHLMANN

The signature overleaf of Herr Walter DIHLMANN, Frankfurt/Main, Klüberstrasse 24, was affixed before me, Dr. Walter BACHEM, which is attested and certified herewith.

Frankfurt/Main, 24 January 1948

signed Dr. Walter BACHEM
(Assistant Defense Counsel)

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DOCUMENT BOOK VI, ILGNER
ILGNER DOCUMENT No. 96

File: ZAV (Zusatzausfuhrverfahren
- Additional Export System)
Directorate Dept. Dyes
No. 377

I.G. Farbenindustrie Aktiengesellschaft

D1/L1

Berlin NW 7, 8 November 1940
Unter den Linden 78

Subject: Re-imburements on exports/
Levies for the promotion of exports 1939/1940

Enclosed please find a list of comparison between the export levies and re-imburements on exports in the first five years, during which the (ZAV) Creation of additional export was operated (1 July 1935 until 30 June 1940).

The amount of 35,5 million RM given for the 5th ZAV year (1 July 1939 until 30 June 1940) must be considered as estimated, inasmuch as the re-imburements on the ZAV basis concerning the Nitrogen-Syndicate can only be established exactly, at the end of the year 1940, so that the amount representing the re-imburements for the Nitrogen Syndicate and contained in our figure, had to be estimated. However, we have been advised by the Nitrogen Syndicate that the estimate was made with extreme care and that an even higher figure than they have estimated is likely to be obtained when the final computation is made. All the other re-imburements for the I.G. and the Konzern companies, shown in our list of companies, for this period, are final.

The increase of the export re-imburements by roughly 5 million RM in the 5th ZAV-year as compared with the 4th ZAV-year must be ascribed to the fact that the increase in the rates governing the compensation of losses under the ZAV system, obtained in the course of 1939 have been fully realized in the beginning of the 5th ZAV year.

DOCUMENT BOOK VI, ILGNER
ILGNER DOCUMENT No. 96

It can be safely assumed that without the restrictions placed on exports as a result of the war, and the cancellations imposed on the ZAV owing to the existing state of war, the net export levies in the 5th ZAV-year would have been noticeably smaller in comparison with the two previous years, (3 ZAV-year RM 19,51 million, 4 ZAV-year RM 22,33 million).

signed: DIELMANN

appendix

DEPARTMENT FOR THE PROMOTION OF EXPORTS

Comparison

of the export levies paid to the Economic Group
 Chemical Industry and other Economic Groups and
 the re-imbursments for exports granted to the
 I.G., including the Nitrogen Syndicate (IG-share)
 and Konzern companies.

Period	Export levies Economic Group Chemical Industry and other Economic Groups in million RM	Export re- imbursments ZAV and special allowance in million RM	Net export levies in million RM
1st ZAV-year (1 July 1935 - 30 June 1936)	52.-	19.64	32.36
2nd ZAV-year (1 July 36 - 30 June 37)	30.95	22.25	8.70
3rd ZAV-year (1 July 37 - 30 June 38)	47.34	27.83	19.51
4th ZAV-year (1 July 38 - 30 June 39)	52.82	30.49	22.33
5th ZAV-year (1 July 39 - 30 June 40)	58.46	approx. 35.52 *)	approx. 22.94*)
	241.73	approx. 135.73	approx. 105.84

*) estimated

Thus during the first 5 ZAV-years (1 July 1935 - 30 June 1940) an average net export levy was paid amounting to approximately 21,17 million RM per year.

signed DI
 Tv/Li.
 8 November 1940

A f f i d a v i t .

I, Peter KRONMUELLER, member of the staff of the I.G. Control Office in Frankfurt am Main and Head of the Central Archive Frankfurt am Main-Griesheim, resident in Frankfurt am Main, Loranstrasse 31, am aware that by making a false affidavit I render myself liable to punishment.

I declare on oath that

- 1.) the attached photostat of the circular from the Economic Group Chemical Industry, Journal No. 20656, dated 18 June 1935 and concerning levies for the promotion of exports as well as the order of 17 June 1935 mentioned therein and given by the Head of the Economic Group Chemical Industry with reference to the levies for the promotion of exports,
- 2.) the attached copy of the circular from the Department for the Promotion of Exports dated 8 November 1940 and concerning reimbursements for export/levies for the promotion of exports 1939/40 as well as the list of comparisons mentioned therein, dated 8 November 1940, which details the export levies paid to the Economic Group Chemical Industry and to other Economic Groups and the reimbursements granted to the I.G. including the Nitrogen Syndicate (IG-share) and Konzern companies,

are true reproductions of the documents kept at the Records Building of the IG Control Office Frankfurt am Main-Griesheim.

Frankfurt am Main-Griesheim, 26 January 1948

signed: P. KRONMUELLER

I hereby certify and attest ^{that} the above signature, affixed before me today, is that of Herr Peter KRONMUELLER, resident in Frankfurt am Main, Loranstrasse 31.

Frankfurt am Main-Griesheim, 26 January 1948

signed: Dr. Walter BACHEM

(Assistant Defense Counsel)

Directorate Department Colors

Frankfurt am Main,
4 August 1937 Go.

File Note.

Telephone call of Herr MUELLER, Political Economy Department,
Berlin on 4 August 1937.

Goering Office, Export Branch.

Herr MUELLER states that the former referent for South America in the Reich Ministry of Economy, Ministerialrat SCHLOTTERER, has been appointed to the Goering Office where he will be put in charge of the section "Export of Goods". Herr SCHLOTTERER has contacted Dr. GATTINEAU in order to discuss with him the possibilities of an increase in German export. As a result of the discussion, Ministerialrat SCHLOTTERER requests the I.G. to give a detailed opinion on the question as to what extent the hitherto achieved volume of exports of I.G. could be increased if existing obstacles detrimental to exports were removed.

In order to gather general information on the problem a conference will take place on 6 August 1937 at the Political Economic Department in Berlin, on which occasion Dr. KUFUSS will represent the Verbensparte (Sparte "Colors").

A f f i d a v i t .

I, Peter KRONMUELLER, member of the staff of the IG Control Office in Frankfurt am Main and Head of the Central Archive Frankfurt am Main-Griesheim, resident in Frankfurt am Main, Lersenerstrasse 31, am aware that by making a false affidavit I render myself liable to punishment.

I declare on oath that the attached copies of the letters

from the Central Financial Administration, Department for the Promotion of Exports, (Ref.: Po/St) No. 5766a and dated 7 August 1937 to the Directorate Department Dyes, Frankfurt am Main

and the File Note of the Directorate Department Dyes, Frankfurt am Main, dated 4 August 1937 (Ref. Gc) are true reproductions of the originals kept in the Records Building of the IG Control Office, Frankfurt am Main-Griesheim.

Frankfurt am Main-Griesheim, 26 January 1948.

signed: P. KRONMUELLER

I hereby certify and attest the above signature, affixed before me today, to be that of Herr Peter KRONMUELLER, resident in Frankfurt am Main, Lersenerstrasse 31.

Frankfurt am Main-Griesheim, 26 January 1948

signed: Dr. Walter BACHEM
(Assistant Defense Counsel)

I.G. BERLIN NW 7
Unter den Linden 82

To the
Directorate Section Farben,
Frankfurt/Main

Strictly confidential!
Very urgent!

Our reference:
Central Finance Administration
Section Export-promotion
Pa/St. 5786a

7 August 1937

Subject: Promotion of Export.

We have been directed by the Reich Ministry of Economy and by the Staff of Generaloberst Goering to ascertain means of increasing exports. For this purpose we ask you to examine without delay whether and to what extent an increase in the export of your products may be obtained by an increase in the rates for compensation for losses as under the ZAV (Zusatz-ausfuhrverfahren - creation of additional exports) system.

We request you to extend your investigation to all countries of the world, but particularly to:

Argentina Australia Yugo-Slavia Canada Poland
Roumania, Russia, Hungary, Turkey and all
other countries where free foreign currency may be obtained.

Detailed attention will have to be given to the most practical means of realizing this additional stimulus to be given under the creation of additional export system (Zusatz-ausfuhrverfahren); namely

whether an increase should be recommended of all the rates of compensation for losses incurred as applicable to the respective countries, either in relation to the extent of the loss suffered in each individual case as at present by Argentine or by means of special regulations similar to

those at present applied in the case of exports to British India, China and so on;

whether only exports of special products to certain countries should be encouraged or whether increased encouragements could be limited to individual, more extensive enterprises run at a loss which would be given specialized treatment.

In order to be prepared for inquiries by official organs, we would ask you to put at our disposal not merely general indications of a possible augmentation of exports, but an approximate estimate of a possible increase in turnover for each individual country.

In your deliberations you may disregard possible difficulties concerning the removal or modification of existing export-bans,

the situation of commercial policy (duties, quotas and so on),

capacity of factories,

procurement of raw materials,

procurement of material for possible repairs and so on;

these questions will be discussed with you by the department for economic policy.

Should there be further obstacles in addition to those mentioned above - to an increase in exports in spite of the granting of higher rates of compensation for loss incurred under the Creation of Additional Export System (Zusatzexportverfahren), we would appreciate being advised accordingly.

We are directed to compile relevant data in the course of next week and should be grateful if we could have your statement by Thursday, 12 August 1937.

ZENTRALFINANZVERWALTUNG
(Central Administration of Finance)
Section Promotion of Exports
signed: DIHMANN

A f f i d a v i t .

I, Peter KROMMELER, employee of the I.G. Control Office at Frankfurt on the Main, and Director of the Central Archives Frankfurt on the Main-Griesheim, living at Frankfurt on the Main, Lersnerstrasse 31, know that I render myself liable to punishment by making a false affidavit.

I hereby declare on oath that enclosed copies of documents

Central Finance Administration, Section Export promotion Po/St. 5766a dated 7 August 1937, letter addressed to Directory Section Farben, Frankfurt on the Main,

File-notice of Directory Section Farben, Frankfurt on the Main, dated 4 August 1937/Go,

correspond to the originals in the Records Building of the I.G. Control Office, Frankfurt on the Main-Griesheim.

Frankfurt on the Main, Griesheim, 26 January 1948

signed: P. KROMMELER

I herewith attest and certify that above signature today affixed before me is that of Mr. Peter KROMMELER, living at Frankfurt on the Main, Lersnerstrasse 31.

Frankfurt on the Main-Griesheim, 26 January 1948

signed: Dr. Walter BACHEM
(Assistant Defense Counsel)

EXCERPT FROM THE PROTOCOL OF THE COMMERCIAL AUSSCHUSS
(K.A. Protokoll) of 20 August 1947

Document HI-4927, Exhibit 362, Volume XIV, page 1 and following.

Pages 4/5:

3) PROMOTION OF EXPORTS.

- a) Letter to the Plenipotentiary for the execution
of the Four Year Plan, office-group for foreign
trade.

Dr. ILGNER reports that we have received a request from the Plenipotentiary for the Four Year Plan, Office Group for Foreign Trade Transactions, to examine possible additional measures of securing a further increase of our exports as soon as possible, in view of the situation of German foreign exchanges, raw-materials and food. The drafted statement on our point of view based on data submitted by the sales-communities is approved. Dr. von SCHMITZLER points out that it is expedient to bring to the notice of the authorities, in an acceptable manner, the absolute necessity of future investments abroad, for which foreign exchanges would have to be earmarked for us, if I.G.'s international business is to be maintained and expanded. It has been agreed that no special mention of this point is required in our present statement, in view of the fact that the matter has been elaborated in Dr. ILGNER's enclosed memorandum: "The promotion of exports within the Four Year Plan".

EXCERPT FROM THE PROTOCOL OF THE COMMERCIAL COMMITTEE
(K.A. Protokoll) dated 11 March 1938.

Document HI-5621, Exhibit 893, Volume 40, page 152.

page 4:

.....
Dr. von SCHWITZLER and Dr. KRUEGER report on the appeal by the Reich Ministry of Economy and the Testing Office Chemistry to continue their undiminished efforts to maintain and promote exports. A resolution has been passed to submit to the Reich Ministry of Economy a detailed exposition of the situation and prospects, a statement to be elaborated by Berlin NW 7 based on the data to be submitted by the individual sales-communities. The finished report, after approval by the members of the Commercial Committee, is to be presented to the Reich Ministry of Economy and the Economic Group Chemical Industry.

.....

A f f i d e v i t .

I, Walther DIELMANN, Frankfurt am Main, Klueberstrasse 24, having been warned that I render myself liable to punishment by making a false declaration, state herewith and declare that my statement is true and is to be submitted as evidence to the Military Tribunal VI, Palace of Justice Nuernberg, Germany. I declare the following on oath:

In connection with Prosecution-Documents Exhibit 768, Document No. NI-4453 presented to me by the Defense, I can make the following statement on the strength of my activity as from 1936 as Chief of the Compensations Section of I.G. Berlin NW 7, which was later renamed Export-Promotion Section:

I can remember that during the second half of 1937, until the beginning of 1938, I.G. was continually urged by the Reich Ministry of Economy and possibly also by the Four Year Plan to make the greatest possible efforts to increase exports in the interests of Germany's food and raw material supplies. As these promptings by official organs proved increasingly disturbing to

I.G.'s business, we endeavored at the time, as far as I remember, to demonstrate to the official organs as clearly as possible that I.G. had already made extraordinary efforts in compliance with directives by official organs. In order to spare I.G. further promptings of this kind, the basic tendency in these reports was one of slightly exaggerating I.G.'s exertions.

Document Exhibit 786 may well be one of these expositions exonerating I.G. and destined for the official organs. For this I offer the following reasons as taken from the above-mentioned document:

Number I, first section:

As far as I know it is incorrect that I.G. - taken as a whole - suffered losses to the described extent in connection with the export of dyes and ancillary dyeing products to the far East. On the other hand, it is correct that I.G. had to sell certain products at a considerable loss, as for instance sulphur black. This was, however, not done for the reasons as mentioned in the documents but merely from considerations of salesmanship, a disposal of their profitable products in the far East being greatly dependent on offers including the other goods. As far as I know, dyes and ancillary dyeing products

could on an average be sold in the far East without loss, or at a quite negligible loss, if any.

No. II, second section (France):

Compensation-transactions, within the scope of which cotton, wool, hides and skins were imported from France, have been carried out by I.G. on a large scale. Iron and scrap-iron, as far as I remember, were only imported from France by means of a compensation-transaction, as for the import of raw rubber, I remember only a very small amount being imported, together with other products, as part of a larger transaction.

Frankfurt am Main, 8 February 1948.

signed: Walther DIHLMANN

I attest and certify the above signature to be that of Herr Walther DIHLMANN, Frankfurt am Main, Klueberstrasse 24 who was identified by me, Dr. Walter BACHEM.

Frankfurt am Main, 8 February 1948.

signed: Dr. Walter BACHEM
(Assistant Defense Counsel)

- 1 -

Copy from

"Measures to promote exports"

Folder 801940 I.G. Farbenindustrie A.G.

Managerial Dept. Dye-Stuffs

Economics Department 3490

25 March 1939 Dr.H./Id/Ro.

Methods used in foreign countries
to promote exports.

Through the narrowing-down of the world markets and the resultant stiffening of competition in world foreign trade, numerous measures were put into effect in nearly all countries participating in world trade, for the purpose of promoting exports. Several methods are being employed to achieve this aim of increasing exports. The organizational method comprises the foundation of export institutes, the bringing together of the export industry and the export trade, the establishment of official representation abroad, advising the exporters, carrying out observations of the markets and establishing propaganda institutions. The financial methods works with export credits, with the taking over of risk guarantees by the state, with direct or indirect export subsidies. The various countries usually do not keep to one particular method, but take all measures suitable for them. In the following are listed the most important export-promoting measures of the United States of America and several European countries which, together, make up nearly half of the world trade turnover.

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In the United States of America the Federal "Export and Import Bank" in Washington is the most important instrument of government export assistance. The "Reconstruction Finance Corporation" participate with \$12.5 million in the \$14 million share capital and reserve funds belonging to this bank. The bank grants credits for the financing of exports. In 1927, the financing of exports covered in particular deals with Canada, Brazil, Chile, Columbia, Cuba, Mexico, Venezuela, Italy, Yugoslavia, Poland, Germany, with Czechoslovakia, Iran and Turkey. From the middle of 1938 onwards, the development of exports to Latin-America was given particular consideration. The sphere of tasks of the bank was extended by the creation of an export credit insurance which is also supposed to make possible longer terms of payment in the export of consumer goods. The Federal Surplus Commodities Corporation undertakes the promotion of agricultural exports. The propagation abroad of American goods is carried out by special agencies which are maintained by branch departments in the Foreign Trade Department. For the implementation of the state export credit guarantee, Gt. Britain created the "Export Credit Guarantee Department" in 1933, subordinated to the "Board of Trade". The central agency of this organization has its seat in London and has branch offices in Manchester, Bradford, Glasgow, Birmingham and, since 1936, in Belfast. The local chambers of commerce keep in touch with the central agency. Apart from unvalued insurance policies, the exporters are being enabled to take out a transfer additional insurance, which becomes effective if the recovery of outstanding amounts is delayed on account

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of foreign exchange difficulties affecting the purchasing country. Instances of the manifold activities of the Department are the Soviet Credit Guarantee (middle of 1936), the establishment of a special China Office (end of 1936), the credit agreement with Turkey (May 1938). In February 1939, the House of Commons passed a bill on the export guarantees. These served the purpose of advancing credits^{for} and financing deals with abnormal risks, which were in the national interest. The latest form of export promotion, i.e. the division of markets by agreements with the foreign competitors, has not yet matured. Furthermore, the linking-up of those export firms which offer and sell the same kinds of merchandise on the same markets is under consideration. It is also planned that allied trade branches carry out their exports through central organizations.

In France the State Export Credit Guarantee was started in 1926, in connection with the promotion of the Soviet Union deal. Since 1933, the credits guaranteed by the State are being advanced by the Credit National. At first the export credit guarantee was limited to deliveries to governments. It was only in 1936 that the guarantee was extended to cover deliveries to private industry and, at the same time, the covering of risks was extended. The expansion of the export credit assurance was continued in spring 1938. At the beginning of 1939, 37 export agencies were founded by decree, for the purpose of achieving a better adjustment of French exports to the conditions of international competition.

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It was left to the free will of the exporters to join the export association, however, a stimulus was given in that the associations were granted tax relief for the promotion of exports.

In Switzerland the export promotion is carried out through the trade agencies of the Schweizerische Zentrale fuer Handelsberderung (Swiss Central Agency for Trade Promotion), financed by the state. So far, such agencies have been established in Africa (Lagos, Nairobi and Algiers), in Asia (Beirut, Tel-Aviv, Batavia and Shanghai), on the American continent (Havana) and in Europe (Budapest). For representation in Canada it is planned to open an agency in Montreal. A guarantee of the Federation has existed since March 1934 to support the export of production goods. This federation enables firms to contract for export orders with extraordinary risks in the interests of maintaining and creating opportunities for work. Extraordinary risks primarily imply the endangering of payments due, resulting in particular from long terms of payment in conjunction with uncertain economic and political conditions. The guarantee covers losses resulting from deterioration of foreign currencies, transfer difficulties, moratoria, insolvency or refusal to pay on the part of foreign states, corporations or other public-legal institutions. Damages resulting from the fact that the customer may be subject to special circumstances which prevent the delivery of the whole, or part, of the goods may also be included in this guarantee. Losses due to political catastrophes may be precluded from the guarantee.

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The guarantee does not cover losses caused by insolvency of private contractors. The validity of this Federal guarantee expires at the end of 1939, but a renewal of same may be expected.

In the Netherlands the promotion of foreign trade relations is carried out mainly in an organizational way. The Netherlands Trade Mission submitted to the government precise proposals for an expansion of the economic activities of the diplomatic representatives abroad. In this manner the trade relations with South-America have been intensified recently. The linking-up of individual exporters into export groups and the reduction of trade marks also serve to promote foreign trade. For instance, a linking-up of the egg exporters was carried out for this purpose. The numerous special brands in the egg export were reduced to two standard brands. The co-operation of the individual exporters with the Co-operative Export Trade will be expanded further.

The Italian state export promotion is led by the Fascist Foreign Trade Institute. The trade attaches, the Italian chambers of commerce abroad and the foreign trade associations of the individual industries are in close co-operation with the Institute. The State Export control guarantees the quality and soundness on the foreign markets of the products exported.

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In despatch of the goods there is a strict control for individual products (particularly for gardening products), covering the quality, assortment and evenness of the products.

In Norway a state guarantee exists for export deals. The guarantee must not exceed 75% of the amount on the bill for each individual deal. The sum total of the state guarantees for export deals for 1938 was fixed at 40,000,000 crowns, of which 5,000,000 crowns went for the export of herrings.

The export promotion in Sweden consists of organizational as well as financial measures. As it is very often too costly for an individual exporter to maintain his own representation abroad, a better cultivation of the foreign markets is to be obtained through linking-up in organization and collective representation. Also, investigations of possibilities of sale and conditions for competition on foreign markets are to be carried out in cooperation with the government; it is planned to establish permanent agencies, financed by the state, for extensive investigations of the markets. Under a corresponding expansion, the Market Investigating Office of the Swedish Export Association is to become the planning and executive central agency for the carrying out of the investigations envisaged. For the budget year 1939/40 a sum of 100,000 crowns has been allocated for the financing of the market investigating agencies. Besides that, the Export Association will make for

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an intensified official representation abroad. For instance, in Cuba a mobile legation secretarial office is to be created for economic activities covering Haiti, the Dominican Republic and the remaining West Indian islands. The official Swedish representatives abroad are to have a considerable number of assistants allocated to them. Furthermore, they are to be given the opportunity of acquiring personal knowledge of the industrial-, trade- and shipping enterprises in their own country. The revival of scholarships for commercial studies, which are designed to be an incentive for young people to enter the export trade, also indirectly serves export promotion.- In the financial field Sweden has an export guarantee system. Improvements in this, too, are being planned. They are to cover a future protection against real losses, an expansion of the credit guarantee when taking over work abroad, and the granting of guarantees for clearing claims and barter deals. Not only the exporters but also the persons granting the credits are to be given the advantage of the guarantee.

Finland's activities in the field of export promotion are mainly of an organizational nature. In view of this the number of the commercial representatives abroad is to be increased particularly since a considerable part of the Finnish exports are negotiated at present by foreign intermediaries. The question of the export insurance has become acute again recently.

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Poland's export promotion is carried out mainly by the Polish Foreign Trade Council. During recent years this council occupied itself with the enlargement of the commercial representation abroad and the general improvement of the organization of Polish foreign trade. The Polish export trade firms are to be granted allowances, the amount of which will depend on the degree of the difficulties encountered by Polish exporters on the individual markets. To promote exports provisions have been made for the creation of a government guarantee fund for export credits; differentiation will be made between guarantees for the normal export trade and guarantees for the medium- and small-scale exporters.

In Roumania, associations of exporters and export industries was formed at the beginning of 1939. Their function is to adjust exports to the requirements of the foreign markets and to bring the exports into line with the general interests of the country and the interests of the producers. The organizations were created on a trade group basis by a decision of the Ministry of Economy, and are to have the legal status of a corporate body which may not pursue any intentions of personal gain and may not make business transactions on their own account. They act only in the interests of their members.

Yugoslavia grants export foreign exchange premiums. The Yugoslav National Bank converts the foreign exchange received from the export of certain products to several countries at a particularly favorable rate.

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In Bulgaria the Bulgarian Export Institute was founded in October 1936; this institute proved to be of valuable assistance to the trade. It is the supreme body for the management of the Bulgarian export policy. Its functions consist of the application of the legal provisions for the organization and control of exports, the analysis of markets, making suggestions for the adjustment of the Bulgarian export industry to the requirements of foreign markets, advising the exporters, the distribution of information and the passing of opinions on consultations dealing with the conclusion of treaties or trade agreements.

Turkey works mainly on standardization measures. The standardization of the Turkish export products is being continued all the time.

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A f f i d a v i t .

I, Peter KRONMUELLER, employee of the IG Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main-Griesheim, residing at Frankfurt/Main Lersnerstr. 31, having first been cautioned that I render myself liable to punishment for depositing a false affidavit, state and declare that my affidavit contains the truth and is to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nurnberg, Germany.

I declare the following in lieu of oath: The copy appended is a true copy of the document kept in the records building of the IG Control Office in Frankfurt/Main-Griesheim.

Frankfurt/Main-Griesheim, 12 February 1948

signed Peter KRONMUELLER

I hereby certify and attest to the above signature of Herr Peter KRONMUELLER, residing at Frankfurt/Main, Lersnerstr. 31, whose identity was ascertained by me, Dr. Walter LACHEN.

Frankfurt/Main, 12 February 1948

signed Dr. Walter Lachen
(Assistant Defense Counsel)

K I E L L E C T U R E S

delivered in the Institute for World Economy at the University
of Kiel

Published by Prof. Dr. Andreas FRIEDLHOLZ
53

Increase of exports through participation in the industrialization
of the world.

By

Dr. Max Ilgner

Member of the Vorstand of the I.G. Farbenindustrie
A.G., Berlin.

This lecture was delivered on 26 January 1938.

E x c e r p t

from Dr. Max Ilgner's lecture
of 28 January 1938:

Export increase through participation in the industrialization of the world.

- - - - -

The industrialization and nationalization tendencies
in the world.

Cause; aim and nature of these tendencies.

The intermost cause for the present marked industrialization and nationalization tendencies in the agrarian- and raw material countries lies in the experience and consequences of the war and the post-war period.

It is obvious that every country and every nation will always endeavor to catch up, in time and wherever possible, with all developments in which other countries are ahead

On the basis of experience gained during the crisis it is the aim of the young countries' new tendencies to

(page 4 of original)

become as independent as possible of the import of these industrial products which are needed, principally, to cover day to day requirements and, by increasing their own production - improving domestic raw materials

- 3 -

and agrarian products - to place their entire economy on a broader and sounder footing.

All in all this aim can be summed up as follows:
Establishment of a greater independence of the world market and therefore greater stability.

.....

(page 5 of original)

World industrialization - danger or opportunity ?

I know that many industrialists of highly industrialized countries are observing the process of industrialization in the raw material and agrarian countries with great concern, for they fear that by helping these new countries to industrialize and to develop they may lose their own markets. It seems important to me that, at the start of my exposition on world industrialization, I should elaborate on this fundamental question since it depends on a clear and correct answer whether the strong, economic dynamics of the agrarian and raw material countries can be utilized to increase world turnover.

.....

The world is round and whatever can be done in one corner of the world today will be achieved at the other end of the world to-morrow or the day after. The only question is whether this whole development will be, organically and economically, a reasonable one. But precisely whether a positive answer can be found to this question lies to a great extent with the highly developed industrial countries themselves.

.....

(Page 6 of original)

Moreover, the different structure of the various countries accounts for the fact that, in spite of equally strong tendencies towards industrialization, the individual countries will nevertheless, develop in different directions; a country possessing rich natural resources will never find it necessary to develop an industry for the production of synthetic materials just as no country with small distances will never play a leading role in the development of the transport industry. America, with its great distances, has been the country where the motor car developed most quickly and extensively; and Germany, the country without rich natural resources, became the country for synthetic products.....

(page 7 of original)

Real dangers could arise, however, if the highly industrialized countries, misjudging the situation, were to refuse their help to the young countries, thereby forcing them to struggle through their stages of development unaided.....

Such development, without the advice of the old industrial countries who have already paid for their own experience years and decades ago, would force the young countries, unnecessarily, to pay again for the same experience and knowledge which is already available somewhere else in the world; all this is actually nothing but unnecessary destruction of purchasing power...

(page 8 of original)

If we follow the economic and industrial development in the world during, say, the last seventy years, it is easy to realize that those countries who went through a particularly intensive development of their economic life were able, at the same time, to increase their purchasing power most. This fact alone, however, would not be sufficient to

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convince the industrialists of the highly developed countries of the wisdom of actively supporting the industrialization tendencies of the young countries. It is of decisive importance for these present considerations that, in the case of all the countries who have become industrialized to a particularly great extent in recent decades, above all their imports have also increased considerably.

Although it is difficult in this respect to determine the exact facts, based on precise figures, some inquiries which I had made in this matter - although based only on rough estimates - have proved the basic correctness of this theory

From the point of view/^{of}the old industrial states therefore, it is and was correct to support this development actively, particularly in the case of very dynamic countries, since this provides new opportunities for export.

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.....

How important the increase of purchasing power is in the world today, however, as a necessary condition for increased exports, is shown by the fact that although the national purchasing power of the various civilized countries - as compared with the pre-war period - has shown a positive trend, the turnover from international trade - expressed in terms of gold - has in the absolute sense and quantitatively, in proportion to world production, not yet regained pre-war levels.

This, however, appears to me to be the main idea of positive participation in the industrialization and intensification of the

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economic life of the agrarian- and raw material countries. Without an intensification of the economy of the young countries the purchasing power cannot develop any further, and without this additional purchasing power an increase in the volume of exports in the world is not possible. New factories employ new workers and in due time the old industrial states with their first-rate industrial products will benefit by the increase of demand brought about by the increased amount of wages paid. Such development of course will be gradual, however, ^{and} notwithstanding the importance of today and to-morrow, we must not forget the day after to-morrow.

.....

(page 10 of original)

One might speak of a new and modern epoch of world economy in the era of nationalization and industrialization tendencies. It is apparent that all countries wish to become independent at some time in the future and that the relationship, as it exists at present, between the advanced countries and those still in the process of development and also the relationship between the independent and dependent countries will develop more and more along lines which will make it necessary for the advanced or independent country to become a partner and ally and not an exploiter.

.....

In recognizing the necessity for Germany's participation in this development, in my opinion the fact must not be overlooked, today, that, while we have large and extensive tasks to carry out at home, we must not lose sight of what is happening in the rest of the world. It certainly requires twice the work and energy to attack both problems simultaneously but I believe

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that we have no other choice here, for after all the rest of the world will develop according to its own laws.

.....

Conditions and methodic theory for an increase in exports through industrialization assistance.

Conditions governing participation

.....

I believe the following to be particularly important: When speaking of an increase in exports we cannot neglect export promotion and if we

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realize what well conceived export promotion means, we know that this is not a problem which can be treated as something outside the sphere of economics but that wise export promotion can only be understood when considered as a part of the entirety

In this connection the foremost and most important task is, in my opinion, to observe world economy closely and to find out, taking everything into account, where the possibilities and prospects for participation are greatest.

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Particularly for Germany who, considering her numerous internal economic tasks, must strive to act economically insofar as it is possible for her to do so, it is important to select from among the

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existing possibilities for participation in industrialization those from which the quickest and most effective results in favor of the German economy can be expected. This means an entirely subjective evaluation of the existing possibilities from the German point of view; such an evaluation is possible only, as stated previously, if all the intricacies are clearly and correctly surveyed.

.

(page 14 of original)

In order to evaluate all these factors correctly it seems to me to be an absolute necessity for us to endeavour to enlarge our knowledge of the various world markets considerably. There have been such fundamental changes in conditions in the young countries within the last 20 years that it is not surprising if at home structural changes abroad are often confused with circumstantial manifestations because of our lack of personal contact with foreign affairs.

I have repeatedly pointed out in lectures and reports how necessary I consider it to be for more economists to go abroad in order to acquire, at first hand, a more accurate idea of conditions through direct contact with the people and conditions. It appears to me to be particularly important that such leading and responsible economists especially should go abroad who, after their return home, will have the opportunity to act on and put into practice the knowledge they have gained abroad. Remote territories such as the West coast of South America and Eastern Asia in particular should be visited

And finally another decisive reason for my considering such journeys to be important: German industry, on the whole, has able and reliable

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agents abroad who report home regularly and in detail about conditions abroad. But of what use is the best and most intelligent report by the best and most intelligent agent abroad if the responsible man at home is not in a position to read and utilise such a report in the light of his own experience ?

Even if there are not many entrepreneurs who are in a position

(page 15 of original)

to make such extensive and comprehensive journeys and market investigations it may, however, be interesting to note that there are, in Germany, about 20 concerns engaged in export which provide roughly a third of the total volume of exports. If the general experiences of these concerns - and a large part of the knowledge and experience collected on such journeys is of a general nature - could be utilised and applied in the interests of the entire export trade, I believe that a pioneer achievement could be accomplished which, of course, would also have to be demonstrated in practical decisions and active measures and which would benefit all the remaining approximately 70 to 80 000 enterprises involved in the export trade.

I regard an exchange of information within the German export trade in respect of knowledge of the markets as important, but also consider it equally important for those men abroad who represent the German export trade interests to maintain contact with each other, with the representatives of the country in which they reside, the representatives of other nations in that country, and last but not least with us at home. Of course these things I mention here are not new; on the contrary I merely want to demonstrate that

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the existing contacts, in the altered circumstances, are, in my opinion, no longer sufficient and that they should be greatly intensified

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The leading man of an overseas organisation abroad should, if possible, come home in his official capacity every year or at least every second year in order to inform the management at home of the latest developments in his country and also in order to inform himself of and make himself familiar with the latest state of affairs at home. It is a well-known fact that the best of reports from abroad and the clearest of instructions from home can never replace a verbal exchange of ideas.

.....

In this connection a comparison with Anglo-Saxon conditions might be interesting. It can be said, on the whole, of Anglo-Saxon firms that they attach more importance to better contact between their representatives among themselves in the various countries of one and the same continent and also with the offices at home. For instance, several firms have the following arrangement: their representatives in the countries of one continent meet, say, every second year at various places of this continent in order to inform themselves of conditions in the neighbouring countries and to acquaint themselves simultaneously with methods and measures which have proved their worth in other places and to utilise them where necessary for their own organisation.

Leading representatives go home more frequently on official business, apart from their contract leaves, in order to inform the management verbally of the situation abroad and also in order to make themselves familiar with the latest developments at home.

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Even although these different methods and comparisons may not be applicable for us without further examination there is much in these methods that is worthy of study

As stated in the old English motto "Men, not methods", the men we need to execute all these tasks naturally play a decisive part. In the selection of the agents for foreign countries we should be guided by the consideration that only the best would be good enough.

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The multitude of problems in connection with the economic development of the agrarian and raw material producing countries often requires a large staff of men abroad who have been thoroughly trained and prepared. This applies equally as much to the export trade as to all other branches. Here, too, it is interesting to make comparisons with other nations. Without wishing to approve everything that others may do, it might be said, nevertheless, that, particularly in the care taken to send out good men, the Anglo-Saxon work, on the whole, on more generous lines and more far-sighted considerations.

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The support of German cultural institutions abroad also has its place here. Cultivation of the German language in

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German schools, commercial courses in the German language, exchange of young business men, which I mentioned before, and of students; all in all the reputation Germany enjoys in any given country thanks to her cultural ambassadors; German schools, German hospitals, German universities and other institutions, would, in the last resort, also benefit the export business man.

.....

The support of German papers by German firms abroad is also something the importance of which, particularly from a long range point of view, is not generally recognized. It would be wrong if my statements gave the impression

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that all the above mentioned psychological and practical things were over-estimated in any way. But it is important to recognise that they have the same importance as the accepted material conditions such as good quality of our products and correct methods abroad on our part; both these things are complementary and cannot be separated.

.....

There can be no doubt that the foreign partner cannot apply in future the same methods which were in use before the war. I am convinced that in the future - even if it should be the distant future in many countries - no country in the world will be able to do anything in any other country which she herself would not permit in her own country. It will no longer be possible to enter a country as a foreigner and run a new enterprise as a 100 % foreign enterprise in view of the strong tendencies towards nationalisation.

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In my opinion industrialisation in most countries will take place in such a way that the indigenous partner, - there will always be exceptions - will hold a majority interest.

It is important that the indigenous partner, who may be found in most countries far more easily than anticipated, should feel that, principally, his own country will benefit from the industrial development and public opinion in the country concerned will be all the more willing to give protection to the foreigner if it sees in him an ally and not an exploiter. Should foreign groups have too large an interest and if, simultaneously large amounts of profits are diverted to foreign countries, bitter feelings will be aroused in that country. People like to feel that they are working primarily, for themselves. An indigenous partner who has a majority interest will of course always be anxious to take good care of his own interests and thereby, involuntarily, the interests of his foreign partner.

CERTIFICATE OF TRANSLATION

10 March 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book VI Ilgner No. 103.

John FOSBERRY,
No. 20179

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CERTIFICATE OF TRANSLATION

10 March 1948

We, Hannah Schlesinger, Amalia Tiezzer, Monica Ellwood, Annette Jacobschn, Audrey Dovey, and M.E. Mason, hereby certify that we are duly appointed translators for the English and German languages and that the above is a true and correct translation of the Document Book VI Ilgner.

pages I - V	HANNAH SCHLESINGER ETC No. 20081
" 1 - 9	AMALIA TIEZZER ETC No. 25967
" 10 - 16 45 - 55	MONICA ELLWOOD ETC No. 20143
" 17 - 30	ANNETTE JACOBSCHN ETC No. 20146
" 31 - 36	AUDREY DOVEY ETC No. 20116
" 37 - 44	M.E. MASON ETC No. 6176

" END "

Case 6
Defense

TRIBUNAL VI

CASE 6

DOCUMENT BOOK VII

for

Dr. Max Ilgner

Submitted by
Defense Counsel

Dr. HERBERT NATH,
Attorney - at - Law

Jung



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for Dr. Max Ilgner

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106		Affidavit by Dr. Wolfgang von TIRPITZ, employee of I.G. Farben Berlin, NW 7 from 1933 to 1945. He took a leading part in the compilation of Dr. Ilgner's East-Asiatic Report. It was proposed that the East-Asiatic Report should be a kind of compendium on the East Asiatic countries after the pattern of the China Year Book. For the purpose of revising and supplementing the East Asiatic Report, after Dr. Ilgner's trip Dr. von Tirpitz too made a journey to the East Asiatic countries together with Geh.Rat Lederer, to whom Dr. Ilgner wished financial support to be given after he had emigrated. I.C.I. and Hambros Bank, London, were previously informed of the purpose of the journey and gave it their support. There was no question of Nazi propaganda nor of preparations for a war. On the contrary, the report shows that " Ilgner, when planning the whole East Asiatic development, could almost be said to have counted on eternal peace."	1
107		Excerpts from the " Report on a journey to East Asia 1934/35" by Dr. Max Ilgner.	7
108		Affidavit by Reich Minister (retired) H.H. LAMMERS (see Prosecution Document NI-1570, Exh. 762, Doc. Book 48, page of German version 54, page of English version 45.) He confirms that he asked Dr. Ilgner to send him an edited copy of his East Asia Report for Adolf Hitler, and this was done.	36

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109		Affidavit by Guenther SCHILLER, for many years assistant to Dr. Ilgner, concerning Dr. Ilgner's journey to East Asia. Affidavit also makes reference to Prosecution Document NI 8444, Exhibit 851 (Doc. Book 43, page of German version 9, page of English 6). The affiant describes Dr. Ilgner's staff of collaborators during the East Asia journey and his close co-operation with the English and American industrial concerns and big banks.	38
110		Excerpt from a lecture given by Dr. Ilgner to the German-Netherlands Association (Deutsch-Niederlaendische Gesellschaft) on 4. November, 1938. Speaking of the Dutch East Indies, Dr. Ilgner again stresses the need to give assistance to those countries which were still undeveloped industrially.	42
111		Affidavit by Hans BURANDT, former German Commercial Attache in Mexico. He spent a good deal of time with Dr. Ilgner during the latter's visit to Mexico at the end of 1936 which lasted a fortnight. Ilgner visited the leading men in Mexico, the American charge d'affaires, the chiefs of the big foreign concerns, with a view to furthering industrial cooperation. The ideas put forward by Dr. Ilgner concerning international co-operation for industrialization everywhere met with approval. Dr. Ilgner did not engage in espionage or preparations for war. The affiant also takes a stand to Prosecution document NI 679, Exhibit 913 (Doc. Book 49, German version page 64- English version page 45.) He describes the circumstances and disproves surmises about espionage.	46

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Affidavit by J.M. FISCHER, Mexico, for many years I.G. representative in Mexico. He reports on Ilgner's journey, which was solely in the interest of industry. Dr. Ilgner gave instructions that the National City Bank of New York should be given preferential consideration for banking transactions. When acting in a private capacity in Mexico he moved only in those circles which had nothing to do with the NSDAP. By using his influence cleverly with the leading men of the NSDAP Dr. Ilgner managed to prevent the I.G. foreign representations in Mexico from being molested by the NSDAP.

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Affidavit by Artur SCHOENE, at the time of Dr. Ilgner's South American journey President of the German Club in Bogota, Columbia. He reports on Dr. Ilgner's stay in Columbia, the industrial plans expounded there by Dr. Ilgner, and says that Dr. Ilgner's statements left behind a lasting impression. " Nobody saw anything else in this visit but the recognition by the I.G. that once in a while a leading staff member should gain information about the economic situation of the country..." It seemed to him absurd " to look for other motives - such as perchance espionage or the like - behind the visit of Dr. Ilgner."

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113		Affidavit by Dr. Gustav SCHLOTTERER, at that time Ministerialdirigent in the Reich Ministry of Economics. He was in South America at the time of Dr. Ilgner's visit, and confirms that Dr. Ilgner's trip was "purely an I.G. affair, and that no official commissions were given to him and consequently none carried out by him."	62
114		Excerpt from the minutes of the 102nd Meeting of the Working Committee on 13. April, 1937 in Frankfurt. Dr. Ilgner reported on the impressions gained by him during his journey to Latin America. He dealt particularly with American, British and German investments in these countries.	63
116		Exchange of correspondence between Dr. Ilgner and various South American personalities on the occasion of his South American journey in 1936, in which reference is made to the books presented by Ilgner; also contains lists of the books sent to the Banco Central de la Republica Argentina-Germana in 1937.	67
117		List of a shipment of books sent to the Maria-Elena Works Library, Santiago de Chile on 14.12.37.	89

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118		Affidavit by Dr. Ernst HACHELMANN, deputy departmental chief in the Directorate Department I.G. III 7, reporting on the procedure adopted to obtain books for South America. It was necessary to have recourse to the Deutsch-Auslaendischer Buchtausch (German-Foreign Book Exchange), Berlin. Moreover, the list of books had to be submitted before despatch to the Auslands-Organisation. In order to get its approval, in accordance with a communication from the German-Foreign Book Exchange, several books had to be included which had been published by the Party Press. In addition, the lists from the German-Foreign Book Exchange were discussed with the Foreign Office. The affiant confirms "that it was purely an act of good will on the part of I.G. and there was no thought of making political propaganda."	93
158		Affidavit by Dr. Ernst HACHELMANN, deputy departmental chief in the Directorate Department III 7. The affiant states his attitude to Prosecution Document NI-2766, Exhibit 807 (Doc. Book 45, page of German version 65, page of English ---). He confirms that when writing up the data on Dr. Ilgner's South America/journey, his assistant did the follow-up work, such as, the reports on the trip, submitting suggestions to the official agencies. The idea of sending the invitation to the meeting of the Central Bureau "Freude und Arbeit" (Joy and Work) was to get the I.G., which so far had declined, to give support to this organization. The suggestion of the Central Bureau was never passed on by the Directorate Department; to the affiant's knowledge the I.G. never made an official application. "Since the attitude to the whole idea was as negative as it could be, given the conditions in the Third Reich, nothing was done	

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by the I.G. to promote the work of the International Central Bureau." "However, there can be no question of it's being an organization engaged in the so-called 'Fifth Column' activities, and, least of all, in any warlike preparations. This absurd idea certainly did not enter my mind." Regarding the introduction of I.G. Liaison Officers (Verbindungsmann) the affiant states that in his personal intercourse he could observe that a great number of the "Verbindungsmann" was not on the best terms with the NSDAP, and for this reason alone, would have rejected any demands to engage in espionage and propoganda.

I confirm that all the documents contained
in this Document Book are true and correct
copies of the documents presented to the
Tribunal.

Nuremberg, 1. March, 1946.

Dr. HERBERT NATH
Attorney-at-Law.

A f f i d a v i t .

I, Dr. Wolfgang von T i r p i t z, born on 21 April 1887 in Kiel, living in Irschenhausen, Post Ebenhausen/Upper Bavaria, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence at the Military Tribunal No. VI, in the Palace of Justice in Nuremberg, Germany.

From November 1927 to 1933 I was employed by the Sales Combine Chemicals of the I.G. Farbenindustrie A.G. in Frankfurt a.M. and in Bitterfeld. About the beginning of 1928 I was given the power of attorney (Handlungsvollmacht) of the I.G. From 1933 until 1945 I was employed by the I.G. Berlin NW 7; at the beginning in the Press Relation Department and later in the Economics Department. My main task during the last years of my activity in Berlin NW 7 consisted in editing the East Asia report by Dr. Ilgner.

I have to make the following statement in connection with Ilgner's East Asia journey: the purpose of Ilgner's trips abroad was the following: everywhere in the world the half or

the still undeveloped countries are striving to become industrialized. Experience shows that this means that the sales of I.G. products are then restricted by high protective duties or other import difficulties. Consequently it is important for a company like the I.G., themselves to take part in such industrialization in good time by supplying patents and manufacturing data, instead of finding themselves excluded later from making sales at all. Therefore it is essential to go abroad, to study the conditions there, to establish connections with the leading personalities in those countries.

Ilgner's journey to East Asia with which I made myself acquainted in all its details, was based on this idea. As Ilgner always systematically based his plans for carrying out his great tasks on the assistance of many co-operators, during his journey to East Asia he called on those members of the I.G. branches, who were able to do so, to give him basic reports on the country in question, to collect material of all kinds, and later on, after Ilgner had returned to Berlin, to send him regular supplements. Under the directives of Ilgner I took the whole of this material and compiled from it a big East Asia Report consisting of several hundred pages contained in four volumes. The four volumes were:

Japan,
China,
South East Asia
India (this volume was never to go to press).

These volumes were to serve to disseminate the above mentioned views and at the same time to constitute a reference book for the I.G.

In addition to this, the East Asia Report was to become a kind of a manual of the East Asiatic countries, somewhat after the pattern of the British manuals, such as the China Year Book or the India Year Book. For this reason, the reports also contained a chapter on politics, the organization and cost of the army, propaganda of the various states in the particular Asiatic country, e.g. universities, missions etc.

Ilgner had a good knowledge of a number of big American and British companies, such as Standard Oil, General Electric, I.C.I. and of many banks. He was familiar with the incomparably high standards of their reporting system. This fact might also have contributed to his desire always to have first class reports at the disposal of the I.G.

Moreover Dr. Ilgner wanted to familiarize these promising countries with the interested German economic circles, to which he distributed many copies of his East Asia report, and in this way promote better economic co-operation. It was therefore proposed

continually to revise and supplement the East Asia Report. To accomplish this aim, Dr. Ilgner sent Geheimrat Paul Lederer, Dr. Reithinger and myself in the fall of 1937 to the East Asiatic countries, as well as to Australia and New Zealand on a trip which lasted approximately one year. Geheimrat Lederer, who was a Jew, had emigrated from Germany. In order to give him a job and to enable him to earn his living abroad, Dr. Ilgner gave him a chance of taking part in this trip. During this trip we tried to improve and to supplement the data of the East Asia Report by discussions with businessmen and official people.

At the request of Dr. Ilgner before leaving for East Asia, I visited together with Geheimrat Lederer (Dr. Reithinger may also have been with us) the officials of the Imperial Chemical Industries (I.C.I.) and Hambros Bank Ltd. in London. He explained in detail to these officials the reason and the purpose of our journey and asked for and obtained their friendly support, e.g. letters of introduction to the leading circles. Dr. Ilgner attached especial importance to these visits to London, since he, and I know this to be the case from frequent remarks of his, laid great stress on having the I.G. cooperate in the closest and most friendly way with the big American and British companies in the peaceful economic development of East Asia. Pursuing these ideas of Dr. Ilgner

on my trip I visited amongst others also the Standard Oil Co.

As regards his plans for China, Dr. Ilgner always had in mind an Anglo-American-German collaboration, since one country alone would not be in the position to develop a country such as China which is the size of a continent.

Owing to the outbreak of the war, it was no longer possible to continue editing the East Asia report.

Referring to questions put to me by American interrogators, I feel obliged to add the following:

In my East Asia sphere of work there was never any talk about propaganda for Nazism. As far as I remember, there is nothing in the reports which could be interpreted to imply this. Secondly there was never any hint about the possibility of war breaking out or preparations for such an event. On the contrary Ilgner's Report, many copies of which must certainly be available as well as the numerous instructions which I submitted to the co-workers for compiling the report, or which I received myself, will show that Ilgner, when planning the whole East Asiatic development, could almost be said to have counted on eternal peace.

Signed: Wolfgang von Tirpitz

Irschenhausen, Post Ebenhausen, Upper Bavaria
9 February 1948

Ilgner Document No. 106

Exhibit No.

I herewith certify the above signature :

(stamp)

Icking, 9 February 1948

Administration of the Community
Icking

Signed: Jaeger

Charges: 0.50 RM

No. of the Reg. 15/48

Library Document No. 107

Serial No.

Excerpts

from the

REPORT on a JOURNEY KOREA - 1934/35

First Volume: Japan and Manchuria

by

Max Ilgenor."

Preface of the complete report.

The attached report conveys the impressions gained and observations made on a journey which lasted nine months - September 1934, until June 1935 - to the following countries and colonies: Japan, Manchuria, China, Hong Kong, Hainan, Siam, Straits Settlements and British Malaya, French Indochina, Dutch East-Indies, Philippines, and British India including Ceylon. Owing to the fact that I often took a zigzag route, and was thus able to visit the various countries several times, the impressions gained and the observations made were consolidated while still travelling, and in great measure confirmed. (Copy are enclosed as I. "Itinerary").

The whole report is subdivided into five volumes, of which the first four volumes deal with the general political and economic situation, while the last volume is more specialized in character.

The five volumes were divided as follows:

- First Volume: Japan/Manchuria.
- Second " : China/Hong Kong and Hainan.
- Third " : Siam, Straits Settlements and British Malaya, French Indochina, Dutch East-Indies, Philippines.
- Fourth " : British-India including Ceylon.
- Fifth " : Individual descriptions of private enterprise in the East-Asiatic countries.

.....

These figures are however only of special interest if they are considered within the framework of the question which arises in everybody's mind who travels in the East: will the Western nations, and Germany in particular, be able to hold their position in future, and secondly: in view of the manifold possibilities which the East offers from the economic aspect, will it be possible to

participate in his future development?

In attempting to solve these two great problems, I believe it is important to realize that a Japanese problem as such no longer exists, nor is there any longer a Chinese or Indian problem. In my opinion there is only an East-Asian problem, i.e. all these individual problems have become one big problem owing to the development of the last 20 years. East-Asia. It is essential to know the other factors, apart from Japan, which lies - not because of her geographical situation, but because she is the heart and pump station - in the very center, and decides the speed and direction of the whole development: China, which is struggling to become a modern national state, and the other countries, more passive than active, but whose problems are closely connected with the whole problem. The effect which Japan has on these countries in East-Asia is partly of a direct, (Siam, Manchuria, North Sea) partly of an indirect nature (Siam, Philippines, Dutch East-Indies and, to a certain extent even British India).

Here in the East something is taking place, the natural course of which in the sequence of world economic happenings we have often been able to follow during the last hundred years. The modern industrial development started in England and afterwards took place in the other European countries. Following upon this, the European countries, especially the industrialized countries, jointly developed the basis for modern industry in North America. Finally there followed in the last few decades the last step in the development. Europe and North America contended in the economic opening up of Japan and the South American States. The great question now arises whether, as a logical sequence of this world economic development, the Western countries together with Japan will develop East-Asia and the rest of East-Asia, or whether this will be the task of Japan alone; the answer to this

question is mainly dependent on three factors: firstly, on Japan's potential, secondly, on the willingness of the other East-Asiatic countries, especially China, to be more or less led by Japan, and finally on the attitude of Europe and America to Japan's claim to develop East Asia, especially the Chinese market, single-handed. In my opinion any constructive settlement of the problem would have to be based on a joint effort of the main interested parties. Only thus would the best results for all participants, including the countries to be developed, be achieved. The chief aim of this report - especially the first and second volume - is to show the factors essential for judging the above problems correctly, or for supplementing those already known. It is hardly necessary to stress here that, owing to the large number of investigations made, I have drawn to a great extent on material which was furnished by collaborators both outside and inside, on the basis of directives and questions put to them.

In the following paragraphs an attempt has been made to determine the wishes and requirements of the individual countries, their interdependence and relationship. It is of great importance to Germany and especially to the German export industry to get a clear picture of these individual factors, especially the probable development during the next few years, in order to be able to take the necessary steps in good time.

I should like to sum up the whole purport of my journey by making an appeal to the industrialists: Travel abroad and see for yourselves, speak with the competent men on the spot and in this way get to know about things in the East. What good is the best report of the best

representative in Japan or China, if the man at home who has to make the decisions does not know conditions abroad from his own experience. That might have done when business transactions were limited to the mere export of goods; at that time it sufficed to have agents who travelled from time to time, relying on their efficient representatives to whom they left a good deal of scope. But today, when much bigger decisions are involved, under considerably more difficult and sometimes unfathomable conditions, as for instance the taking up of a product, the decision rests immediately with the highest level of the management of the enterprise.

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Part II Japan.

A. Introduction.

During the last few years the intentions and actions of Japan have frequently been misinterpreted by Europe and America. Catchwords such as "Pan-Asiatism, economic imperialism, wage- and currency dumping" don't mean a thing. In order to form an accurate picture of Japan's needs and intentions, one must study the historical development of Japan and her relations with Europe and America, and one must try to understand not only the political and economic factors which determine the policy of Japan today, but also the mentality and the outlook on life of the island race.

To mention the most important points straight away: the population of Japan increases by approx 1 million every year; there is no room either in Japan proper or in any other territory available, at all sufficient to settle all these people. Japan has therefore decided to accommodate this surplus population in industry, i.e. to go in for industrialisation. Japan needs markets for the goods produced; she stakes her claim in accordance with her production capacity, her geographical position in Asia and especially with her urgent requirements.

Japan would certainly be prepared in the long run to cooperate with Europeans and Americans in the development of markets in the far East which can without any doubt be developed much farther, especially in China and Manchuria, provided the European and American groups of powers acknowledged Japan's claim to supremacy in the Far East, and that she had been forced by circumstances to act as she has in fact acted.

If moreover racial discrimination against Japanese which is very strongly resented by all Japanese in view of their ancient civilisation and history and the high moral character of the Japanese nation, is stopped, and if they are recognized as equals with the whites, the wind will in all probability be taken out of the sails of the military party which is influencing Japan's home and foreign policy strongly at the moment.

The practical results of such a sympathetic attitude towards the Japanese character would be that the willingness of which there are signs at the moment to cooperate in a spirit of sympathetic understanding with Europe and America in the development of markets in the Far East would receive a considerable fillip.

It would of course have to be an essential prerequisite for all this that there should be in the Western countries men who are authorized to act and to negotiate on matters of such import. Almost invariably, in the past, the uniformity of Japanese policy has been opposed by a multiplicity of European and American interests; and the Japanese have in the past chosen, with considerable cleverness and an unflinching flair, those times for increased activity in the field of foreign policy when Europe and America were busy with internal problems of their own,

..... (pp 5 - 7 of the original)

We must not however deceive ourselves: so long as the above conditions are not imposed, there will remain in Japan, owing to the strong influence of the military party, a tendency to consider the development of East Asia as a Japanese prerogative. China is closest to Japan, and it is therefore only natural that Japan, the only country

which is prepared to make a real effort and to be really active in China, should claim the right to exploit for her own ends the economic possibilities thus created.

In spite of the fact that it is impossible to deny the existence in Japan of tendencies towards a radical solution of the whole problem, tendencies which have moreover been further encouraged by recent events, they have not been able so far to play a decisive role in foreign policy. During the past two or three years the realisation would seem to have gained ground that Japan is incapable of developing the Chinese market on its own, because that process would involve such a strain on manpower, energy, capital, and business risks, that the power of Japan, burdened as it is, operations in Manchuria would simply be overtaxed. Even if political conditions were such as to allow Japan to do so, the result, i.e. additional Chinese purchasing power created by all those efforts, would make so little difference, that the pressing needs of the Japanese could not by any means be met. But we must not forget that from the Western point of view a China developed by Japan alone will in the long run become a China which will overstep the mark with its goods, which will, in other words, become aggressive.

But all these would be no more than makeshift solutions, borne of a lack of insight on the part of the several parties concerned. The liberal Japanese of today knows that the speed and especially the volume of economic expansion will be increased considerably if Japan collaborates on a rational basis with the nations of the West and if she bears in mind the considerations detailed above, so that even if many countries participate, everyone of them, most of all Japan, will obtain more additional markets than if they carried on on their own. It is obvious that such a development would also be the most acceptable from the Chinese point of view.

(page 105 of original)

C. Economy.

I. Development of home markets.

As far as food is concerned the Japanese economy is self supporting. In view of the fact that the population is steadily increasing and considering that additional land for agricultural purposes is only available to a limited extent, it will become necessary in the not too far distant future to import an increasing amount of food.

Japan's industry is to a considerable degree dependent on raw material supplies and markets abroad; it has repeatedly been stated that the main reason for Japan's foreign and trade policy lay in that fact and in the points mentioned above; but it is important that one should make oneself familiar with the various factors which have led as a matter of course to the present state of things, and which will have a decisive influence on future development.

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(page 115 of the original)

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f) Present position of agriculture.

The agricultural reform which was carried out at the beginning of the era of modernisation has not had very lasting effects.

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(page 116/117 of the original)

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No really incisive measures have however been taken so far because it is well known that the problems confronting agriculture would be revealed in all their gravity if the government took drastic steps.

In view of the fact that it is absolutely impossible to do anything on that scale, there is some reluctance to tackle the problem seriously at all. But that without doubt involves a certain amount of danger for the future, especially from the point of view of unemployment; so far the unemployed have usually been looked after by their relations in the country (family economy); should the position of the farmers deteriorate still farther, it will in all probability soon be impossible to settle the unemployed in the land especially at times of increasing unemployment, and the pressing problem of industrial unemployment will be added to the problem of the farmers who will one fine day become revolutionary (military party).

2 Industry.

The industrialisation of Japan was initiated and indeed made possible by the Meiji-restoration of 1868 when the feudal system was changed to a modern sovereign state on the European pattern. The first period of industrial development is characterised by a strong and almost exclusive business activity of the state itself, which was gradually transferred to private business, in the main to the big trusts.

(page 118 of the original)

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Power and raw materials supplies of Japanese industry.

Although the foregoing chapters have shown that Japan is not suited by nature to become a purely agricultural country,

it should be pointed out that she is not particularly well provided with the raw materials required to build up major industries either. (In modification of the foregoing statement it should however be pointed out, that water/^{power} of which there is an abundance balances raw materials deficiencies to a certain extent.)

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(page 148 of the original)

II. Export trade.

1. The export offensive.

It was the determination to be independent politically which first prompted industrialisation. With unerring instinct the Japanese realised, whereas the Chinese did not, that the Western powers must be countered with their own weapons. This factor is still playing an important part today, as we have seen when discussing the armaments industry ("Japan's armaments" p 42), especially in certain branches of industry (steel, iron, fuel oil etc).

The tremendous increase of population which has been mentioned on several occasions and which started at about the same time went parallel with industrialisation, and increased the tendency to industrialisation; because the increase of the population could only be fed and employed by export of industrial goods. This led to the well known and dreaded Japanese offensive.

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(page 148/149 of the original)

The attempt will be made in what follows to analyse the achievements up to date of the Japanese export offensive.

a) Planned Economy.

The country's lack of capital and the great advantage gained by the old industrial countries has, as in Germany during the last century, made free enterprise of the Manchester stamp impossible; the small means available must be consolidated and uniformly directed. Thus in Japan from the beginning of industrialisation we see the State and the big concerns as the chief pillars of development, with the strong intervention of the State. A good proportion of the vigorous energy of Japanese export is due to this planned economy.

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(Page 151 of original)

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dd) The State has finally greatly increased the competitive power of Japanese products on the world market by the great devaluation of the yen. (Compare "The Position and the Prospective Further Development of the Yen", page 189).

State planning alone, however, does not completely explain the success of the export offensive. There are two further factors to be added, which can be suitably comprised under the terms, Capital and Labor.

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(page 152 & 155 of original)

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c) The Advantage gained in the field of Labor.

aa) The old Craftmanship.

In the first place, the widely held assumption that a source of labour for industry has to be created to a certain extent out of nothing

is erroneous. The old established crafts and home industries offer a supply of industrious and very skilled workers. The natural adeptness which is put into practice often from early youth in the planting out of the young rice seedlings, in the production of silk and in the brushwork required in the writing of the complicated characters, make every Japanese of both sexes specially suited for the finer kind of manual labour.

bb) The cheapness of labor

(Compare Policy "The Social Question", p.86) while it may be equalled in other Asiatic countries, is never even approached in Europe.

The frugal Standard of Living of the Japanese.

The average Japanese lives on rice, fish and some vegetables. As we have already seen, however, in the chapter on "Japan's Food Supply" (page 114), an increase in demand has lately made itself felt; this of course necessarily results at the same time in a higher cost of living, so that, however slowly this process may go on, it is bound to result in time in the "frugal standard of living" being no longer as favourable a factor in Japanese production costs as it has been in the past.

Clothing

Clothing (predominantly European for men, predominantly Japanese for women) is on the whole not much below European standard. The luxury in women's clothing is striking and is least equal to that in European countries. Fashion plays as large a role as in Europe. This shows itself not in changes in material and form, but in changes in colour.

Housing

The manner of dwelling is dictated partly by climate and partly by age-old tradition. The Japanese clings to the dwellinghouse of wood. In many factories, the workers live in very simple huts in the immediate neighbourhood of the factory. In any case, from the point of view of competition, the Japanese dwelling, while of good taste and style, is at the same time very cheap in comparison to the western nations, which of course favours the production costs of the Japanese products.

Miscellaneous

It may be assumed that the smaller stature of the Japanese and its influence on objects of daily use, (smaller bedsteads, smaller restaurants, clothing, dwellinghouses etc.) also makes some difference in the sense of increased cheapness, when a population of 70 million is taken into consideration.

In the remaining cultural and general requirements of life (entertainment, recreation and sport), the demands of the Japanese are relatively high and equal that of the average European.

Wages

The always difficult comparison of international wage scales, is rendered even more difficult in the case of the Japanese, on account of the fact that payment in kind is so much mixed up with payment in cash and that frequently also the picture is effaced by the system of additional and not easily computable bonus payments. All the same, it is not incorrect to say that the nominal weekly wage of a Japanese is equivalent to the nominal daily wage of a German workman.

Working Hours _

According to the statistical compilations available, the average working hours in the Japanese industry, not counting pauses, are between nine and ten hours. (Compero "the Social Question", p.92, table 6).

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(page 157-158 of the original)

2. Foreign Trade and the Trade Balance. _

a) Foreign Trade according to Merchandise and Merchandise _

Groups.

Nothing characterises the immense progress of Japan in world economy more distinctly than the development of its participation in world trade.

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The participation of Japan in world trade in 1929, reckoned in RM, had risen to three times its pre-war volume of trade and thereby moved up from the 8th to the 5th position. On the other hand, Germany had shrunk to three-quarters of its pre-war share and thereby moved downwards from second to third place, still a very respectable performance, considering the many difficulties and losses which she suffered as a result of the outcome of ^{the} World War, Great Britain, in spite of her lowered exports, more or less maintained her position, thanks to the high importation compared with pre-war.

Foreign trade means much more for Japanese industry than it does to the other industrial countries; it is estimated that about half of the entire industrial production is sold abroad. As Japan, however, is not a raw material country, it is compelled to obtain the greater part of the necessary raw materials for its industrial production from abroad. On the other hand, the importation of food plays only a small part in the trade with abroad.

(page 189 of the original)

Although, however, the actual yield from Manchuria may at the moment be rightly considered as small, nobody should deceive himself with regard to future prospects. Manchuria is one of the most fertile and richest countries of the world and is inhabited by a frugal and industrious population. The branches of administration, such as police, railways and currency are already, after three years' colonisation, work in good order. The example of India, where the great English investments of the middle of last century only began to show results after 50 years of working at a loss, shows that the fruits in semi-cultivated countries ripen slowly.

3. Position and prospective further Development of the Yen.

(pages 192/194 of the original).

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The devaluation of the yen took place after a strong disturbance in the currency situation and was effected principally for reasons of trade policy; the devaluation of the English pound was used as the occasion. At the same time, however, the devaluation percentage went far beyond that of the English pound and thereby created for itself an export advantage. At the various interviews in Japan, the enquiry as to whether it was believed that the present devaluation of the yen corresponded with the requirements of the export economy or whether a further devaluation was not thought to be desirable and aimed at, I always received the answer that the present grade of devaluation was considered entirely satisfactory and that, on the contrary, a further devaluation was certainly not desired; the latter, however, because it was feared that

a still further devaluation might result in the population losing confidence in the stability of the country, with the inevitable consequence of increase of wages and cost of living.

Nevertheless, in my opinion, a further undesired devaluation in the yen will come the moment the Government is no longer able to avail itself of the convenient method of obtaining its monetary requirements through the deposits of the armaments industry in the big banks; this, in my judgment, will occur when the armaments industry for obvious reasons one day finds itself no longer fully employed and without any possibility of using its great production capacity for other purposes; furthermore, when the credit requirements of the industry again increase and they are in need of their own liquid means and can therefore no longer place them at the disposal of the deposit banks,

Doubtless the Government at this point, if it does not want to discontinue its rearmament, will first attempt to fill the gap - as filled it will finally have to be when the cycle stops - by raising the taxes, perhaps even by imposing a special Reich emergency tax; that is to say, by taking away a great part of the profit, which the armaments industry, to the great annoyance of the military party, has made in the meantime,

These tax increases will, however, have the economic effect, not only of taxing costs and thereby placing at a disadvantage the competitive ability of the Japanese export industry, but also at the same time of increasing the costs themselves through a general rise in overheads, consequent on the available capacity (see above) being no longer fully utilized; briefly, the commercial-political difficulties which Japan has already had to meet to an increasing extent during the past year will then be accompanied by a decline in the price advantage, which at the present time is still great, and all this will

necessarily result in a fall in the total of exports and a deterioration in the balance of trade and similarly in the balance of payments.

From this it is evident that such a development will increasingly deprive the Japanese Government of the possibility of financing its monetary requirements by normal methods and will in the end leave it no other choice than to create money for itself or, in other words, ultimately to resort to inflation - unless it were avoided by a considerable cutting down in expenditure, which, however, by the time it was undertaken, would probably also be too late. There is only one thing, in my opinion that would help - and this is also the aim of Japanese policy - to find or to open up new and safe markets and disposal possibilities, in order to keep the economic machinery in operation. I can imagine that that would then be the moment where psychological conditions would exist for economic collaboration on a broad basis in the East. In the meantime, every country will be striving to extend and to fortify its position as strongly as the prevailing circumstances will allow.

. (pages 195/196 of the original)
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From a world-economy point of view, an adjustment of the yen rate of exchange to the other currencies of the world would, in my opinion, only come into the question when, firstly, the dollar will have concluded its at present still obscure development, secondly, when the gold block (France, Switzerland and Holland) will have left its present gold parity (partly from the psychological and internal policy point of view and partly from that of budgetary trade policy), and, thirdly, when a certain clarity exists in the question of the distribution of the East-

Asiatic markets and especially in the question of the future development of the still undeveloped markets.

It was only on this journey that there first became really clear to me what has in the meantime been recognised by all countries - after the restoration of sound conditions in the different national economies, which of course had to precede it - namely, that an adjustment of the world currencies, as the first condition for the restoration of a sound world trade and consequently a sound world economy, would not be possible without the yen being ultimately included.

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(pages 209-211 of the original)

Second Part: MANCHURIA.

A. Foreword.

In the foregoing part, the particularly close political and economic connections between Japan and Manchuria have been repeatedly discussed and it has also been demonstrated historically how these bonds have developed. The traveller to Manchuria to-day comes to a certain extent into Japanese colonial territory and the question involuntarily presents itself, why Japan was so anxious to conquer Manchuria. A glance at the map gives the answer: Manchuria signifies for Japan in the first place a strategic assurance against Russia; all other standpoints compared with this decisive one recede into the background. Manchuria's special importance as a source of raw materials and, above all, as a stepping stone to the valuable raw materials' base of North China is only a secondary consideration for Japan.

The importance of Manchuria as a market for Japanese manufactures is only a long-term consideration. Of greater significance is its value in establishing a land communication to the Chinese market. The big Japanese undertakings are still very reserved in regard to the new market of Manchuria, and if they establish branches there and develop more activity than the actual volume of business would appear to warrant, it is usually at the instance of the Government. The attitude I observed on the part of the Japanese industrialists with regard to Manchuria can be summed up in the following sentence: first let the soldiers establish order and peace in Manchuria, exterminate the bandits, develop the railways and foster the purchasing power of the country through intensification of agriculture (planting of Kauliang) and extension of the sources of important raw materials (ores and coal); then we will see what can be done in the way of additional business. For the western powers such a standpoint is not possible, as each nation is striving to outstrip the other and whoever hangs back will come too late and have his trouble for nothing. Despite the principle of the open door, no great expectations should, however, be placed on Manchuria as a new additional market, as, owing to the vast extent of the country and, on the whole, the still relatively low stage of development, many years will be needed before any considerable intensification can be spoken of.

The notion that Manchuria will constitute a settlement colony for Japan is in substance incorrect; the Japanese have attempted to find room for Japanese emigrants in Korea by transplanting Koreans to Manchuria, as the climate in Manchuria itself is too bleak for the Japanese colonist. But this method had only a very poor

success, the more so as the standard of living of the Japanese is considerably higher than that of the Koreans, so that for the settlement of one Japanese in Korea, four or five Koreans had to give up their land; furthermore, this method naturally evoked much dissatisfaction and bitterness on the part of the Koreans and on these grounds alone more prudence has had to be exercised.

.....

A f f i d a v i t .

I, Dr. Hans Heinrich LOMFES, born 27 May 1879 in Lublinitz O/S, at the moment in Nuremberg, having had my attention drawn to the fact that I shall render myself liable to punishment if I make a false affidavit, herewith testify and declare that my affidavit is a true/^{one} and that my statement is to be presented as evidence before Military Tribunal VI, Palace of Justice, Nuornberg, Germany, as follows :

From 1933 to 1945 I was Chief of the Reich Chancellery.

In the summer of 1936, Dr. Max Ilgner, a member of the Vorstand of the I.G. Farbenindustrie whose personal acquaintance I had made shortly before, sent me a report on a journey he had made to East Asia. The report consisted of two type-written volumes. I looked upon this report as having been dedicated to me for purely personal reasons, and incorporated it in my private book collection after brief perusal. Details of the contents I can no longer recall today. As I thought, however, that the Fuehrer, who liked reading accounts of travel abroad, might be interested in Ilgner's travels, I requested Dr. Ilgner in my letter of thanks

to send me a second copy of the report for the Fuehrer, but to go through it beforehand and indicate the most important parts and passages by marking and underlining them. Dr. Ilgner acceded to my request. I then handed both the volumes to the Fuehrer. After some time, Dr. Ilgner sent me two copies of the third volume of the travelogue in question which had been prepared subsequently. One of these I sent to the Fuehrer, and included the other in my own private book collection. Whether the Fuehrer read the two volumes on Ilgner's travels I do not know. I know that as far as I was concerned he neither referred to them again nor to Dr. Ilgner.

Nuernberg, 4 February 1948

Signed : Dr. Lammers,

I, Attorney Dr. Alfred Seidl, herewith confirm the genuineness of the above signature of Dr. Hans Heinrich Lammers, at present in custody in Nuremberg, who today signed in my presence.

Nuremberg, 4 February 1948

Signed : Dr. Seidl.

Dr. Alfred Seidl , Attorney.

A f f i d e v i t .

I, Guenther Schiller, born on 24 April 1904 in Leipzig, residing at Weinheim/Bergstrasse, Freudenbergstr. 40, am aware that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my testimony corresponds to the truth, and was made in order to be presented as evidence before Military Tribunal VI in the Palace of Justice, Nuremberg, Germany.

In my capacity as Assistant, I also accompanied Dr. Max Ilgner on his journeys in East Asia, and made preparations for the trip to South America, although I did not take part in the latter. My collaboration on the composition and distribution of the East Asia report was merely of a sporadic nature as I was transferred to Vienna in the meanwhile.

East Asia, in particular China and Japan, was one of I.G.'s main markets, and yet had not been visited for some years by a member of the I.G. Vorstand. It was therefore obvious that Dr. Ilgner should also visit these countries since he was specially concerned with questions involving extension of exports and the economic development of other countries with I.G. participation. The actual motive however was the fact that Dr. Ilgner had been involved by the NSDAP in the train of events leading up to 30 June 1934, and Geheimrat Schmitz considered it advisable for Dr. Ilgner to stay abroad for a while. When this stay was prolonged for an indefinite period, I travelled to Shanghai to see Dr. Ilgner in late autumn 1934. When I arrived in Shanghai I observed that Dr. Ilgner was devoting himself to two main tasks :

1. The economic development of East Asia in cooperation with other interested economic Great Powers.
2. Compilation of a comprehensive report on the economic situation in East Asia,

In order to carry out these tasks successfully Dr. Ilgner had secured the cooperation of a number of people. The composition of this staff of collaborators is moreover indicative of Dr. Ilgner's attitude to National Socialism. For example Geheimrat Dr. Paul Lederer, former member of the Board of Directors of the Deutsche Laenderbank A.G., Berlin, a Jew, was on the staff as general advisor; Dr. May, former Director of the I.G. Welfen Farbenfabrik, a Jew, was technical advisor; Dr. Cahn, an attorney, who had emigrated from Berlin, a Jew, was legal advisor; Samuel Fuchsmann, Director of the I.G. agency in British India, a Jew, was Zefi-Verbindungsmann; von Waldheim, former German journalist, a Jew, was working on the Japan report. Later came Dr. Heas as Assistant to the I.G. Verbindungsmann for China. Dr. Heas had had to leave the German Foreign Service because he was married to a non-Aryan.

That the whole of Dr. Ilgner's work was directed to peaceable development is shown by his constant and close cooperation with large foreign concerns and banks at all the places he visited in East Asia. First and foremost among these were ICI, London, Hongkong and Shanghai Banking Corporation in Hongkong and, National City Bank of New York. He always expressly stressed this point in all his conversations with German and foreign officials and firms.

The East Asia report was intended to serve as a collection of economic data for I.G. employees, and in a broader sense also for other German business men (Wirtschaftler) who were interested in trade with East Asia. When the report was distributed, all the offices that had contributed material were borne in mind, including those towards whom Dr. Ilgner felt indebted for assistance rendered to him on his journey. Of a total of 338 copies distributed, 256 - i.e. over 75% - went to private persons (cf Prosecution Document NI-0414, Exhibit 651).

Dr. Ilgner's appearances on his trip, his negotiations and work in connection with the industrial development of individual countries and of the East Asia Report all took place with the utmost publicity. Foreigners were invited to participate at every opportunity, provided it was not a question of internal I.G. affairs. Wherever I was not personally present at any conference, I was informed about the matter in hand. I can therefore state with complete assurance that the trip was made solely for economic ends, and had not the slightest connection with propaganda or espionage.

During the East Asiatic trip, a plan matured in Dr. Ilgner's mind. He decided that on his return to Germany he would immediately make preparations for a similar journey with the same objectives to South America in 1936, and later on to Africa or Australia and New Zealand.

I did not take part in the South American journey, owing to illness, but I knew about the preparations in which I had participated. From the reports of Schwarte also, a qualified engineer colleague of mine, who fell in the war, who went on the trip in my place, I knew, that the journey followed a similar course to that of the East

Asia trip, and that in this case too there could be no question of espionage and propoganda.

Nuremberg, 4 March 1948

signed : Guenther Schiller

I, Dr. Walter Bachem, herewith certify and witness the above signature of Herr Guenther Schiller, Weinheim/Bergstrasse, Freudenbergstr. 40, whose identity I have established.

Nuremberg, 4 March 1948

signed : Dr. Walter Bachem
(Assistant Defense Counsel)

A LECTURE

by Dr. Max Ilgner

before the Deutsch-Niederlaendische Gesellschaft
e. V. Berlin (German-Netherlands Association,
Registered) on 4 November 1938.

3) Basic Ideas on the Industrialization of the Dutch Indies

Comments by

Dr. Max Ilgner, Berlin.

Purely commercial-political relations no longer alone play the decisive part in general economic relations between two countries, but the problem of existing tendencies towards industrialization and their promotion through active and joint contribution to this development, acquires an increasing importance. In dealing with these problems, the term industrialization, which has been often misunderstood, should be interpreted more broadly and might perhaps better be replaced by the term intensification of economy, because a healthy and organic industrialization must be based on a previous intensification of the economy, i.e. the economy must in its first stage be based on the finishing and processing of domestic raw materials and agricultural products. A large population, the purchasing power of which is capable of expansion, is necessary for such development. This possibility of expanding the purchasing power seems to me to be ^{the} actual reason for the intensification and industrialization and, above all, the reason why countries already highly industrialized fell in with this development.

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- 2 -

If the highly industrialized countries prove unwilling to render the necessary assistance to the young countries, then the latter will proceed with their development of their own accord and, in doing so, will necessarily have to pay dearly for experiences for which the industrialized countries already paid decades ago. This, however, would mean an unnecessary loss of purchasing power with detrimental effect also on the industrialized countries which are willing to export.

Comparisons have been drawn between the development of the purchasing power of those countries which have developed from agricultural states into primarily industrial states on the one hand, and those countries that remained agricultural states on the other hand, and such comparisons have proved clearly that, despite the fact that the larger part of the additional purchasing power in the country concerned was absorbed by the newly created production, the absolute figure for imports of products which it was not yet possible to manufacture in the country concerned increased at the same time. In highly industrialized countries, this would produce the following results: the highly industrialized countries would be able to increase their exports to the countries overseas in the same ratio as the latter progress in the direction of industrialization. This, of course, would require a high degree of adaptability on the part of the highly industrialized countries, in so far as it will be necessary for them to adjust their own production to the constantly changing requirements of the young countries; in other words, it would be necessary for them to improve steadily the quality of their own production. This seems to be one of the basic causes of the present stagnation in the development of international purchasing power.

The highly industrialized countries do not seem to be able to decide in favor of actively supporting this absolutely natural and organic development, and this is probably substantially due to their inadequate understanding of actual conditions and tendencies prevailing in countries overseas. It is, in my opinion, urgently necessary to have a larger number of responsible economists, particularly the type of men who, upon their return to their own country, will actually be able to act

- 3 -

. . . . The industrialization tendencies at present prevailing in Holland as well as in the Dutch Indies, are known, and so are the differences in opinion as to the practicability of such a development, particularly in the mother country itself. One can also often hear the opinion expressed in Holland that, considering Holland's special position in world economy, it would be better to disregard such tendencies in the mother country itself and instead devote more attention to these endeavors in the Dutch Indies. Such a change in industrialization policy, in which other nations, particularly the big customers of the Dutch Indies, such as Germany and Great Britain, would participate might prove an interesting and stimulating contribution towards furthering the exchange of goods, whereby the function of the Dutch mother country as intermediary would again make itself more strongly felt.

May I add a few basic comments on this subject: It appears to me to be clear that, in future, industrialization can only be effected if the national partner - although there will always be exceptions - holds the majority. After all, too strong a participation of foreign interests, accompanied by substantial remittances of profits to foreign countries, would create a bitter feeling in the country concerned. People want to be sure that they are working primarily for their own country.

. . . .

After all, it is of decisive importance that constructive co-operation be used as a means for active promotion of the healthy and organic development already existent in its basic tendencies, thereby creating

additional purchasing power and ensuring the benefit to both partner groups: the interests of the national partner are served by the increase of the purchasing power in his own country and the consequent rise of the general standard of living, and the interests of the foreign partner are served because, by making their experiences and patents available and by initial delivery of their special machinery and apparatus, they increase their own export

- 44 -

and, by their actual contribution to the economic development of the young country, they have, so to say, laid the foundation for their future exports, which must continuously improve in quality.

If co-operation between German and Dutch groups, as described above, proves possible, with the object of dealing jointly with this great problem, then the results of such co-operation might contribute towards laying the foundation for the economic relations of our two countries and, at the same time, towards the strengthening of our good neighborly connections.

A f f i d a v i t . (1)

I, Hans Burandt, born at Veracruz (Mexico) on 21 December 1893, residing at Wiesbaden, Wilhelmshoehe 11, am aware that I shall be liable to punishment for making a false statement. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Muernberg.

I made the acquaintance of Dr. Max Ilgner, member of the Vorstand of the I.G. Farbenindustrie on the occasion of his visit to Mexico in November/December 1936, in my official capacity as Commercial Attaché to the German Legation. The German envoy to whom he had paid his respects commissioned me to assist Dr. Ilgner in carrying out his plans.

Dr. Ilgner, in whose journey through South America, Mexico was the last post of call, explained the object of his journey to me as follows :

The former view that the industrialisation of the countries producing agricultural products or raw materials and which are backward from the industrial point of view, would of necessity exercise an unfavorable influence on export to these countries, can be considered as out of date. Experience teaches, on the contrary, that the greatest exchange of goods takes place between those countries which are most highly industrialized. The reason for this is that each newly established industry increases the purchasing power of a country, raises the standard of living of an ever widening section of the population and thus creates new needs which in turn cause a considerable increase in the demand for foreign products, even though this is transferred to other types of goods

and to articles of higher quality. One should therefore, not work against the constantly increasing tendency towards industrialisation e.g. of the Latin-American countries as it represents a natural development. It should, on the contrary, be encouraged and attempts must be made to guide it in the proper direction.

The German export industry must also take in^{to} account this generally recognised fact, if it does not want to be outdistanced. The I.G. was therefore prepared to make available its technical know how in the form of industrial assistance. Two circumstances should be taken into consideration however. Firstly the national consciousness of the Latin-American countries which was growing stronger and stronger and which desired to become independent of foreign economic imperialism, and secondly the rivalry of the highly industrialized countries. It was, therefore, his intention to carry out such projects only in a spirit of friendly cooperation with the U.S.A. and other foreign partners, and to concede the controlling interest in every case to the Mexican partner. This would be a service to both Mexican and world economy, yet all economic imperialism, and the rivalry and distrust between the great economic powers would be excluded. The world was big enough and offered so many possibilities for industrialisation that there would still be room enough for the activities of all of them.

The intention of his Mexican visit was to obtain information on the spot, on the economic possibilities of the country, and to make sure by means of discussions with the competent representatives of the Mexican government and the economic and financial leaders, that his plans were understood. He therefore asked me

to arrange such conferences for him and to accompany him on his visits. He would also attach importance to the interchange of ideas with representatives of the American embassy.

Thus I accompanied Dr. Ilgner, during the two weeks of his stay in Mexico, on his visits to the Minister of Finance, the Minister of Economics and the Foreign Minister, the General Manager of the Banco de Mexico (State Bank), the President of the Mexican Chamber of Industry and Commerce, Mr. Anderson, the Vicepresident of the Huasteca Petroleum Co., and Mr. Richardson, the Manager of the Mexican branch of the National City Bank of New York, and Sr. Ugarte, the manager of a Mexican private bank of which I do not remember the name at present. In the absence of the American ambassador Mr. Daniels, Dr. Ilgner had a conference with the American Chargé d' affaires, Mr. Bosl, at which the American Commercial Attaché Mr. Locket was also present. I no longer remember, however, whether this conference took place at the American Embassy or at Mr. Richardson's house, at the latter's invitation. We were also accompanied on several of these visits by Herr Hans Martin Fischer, the head of the local I.G. branch Cia. General de Anilinas.

On all these occasions Dr. Ilgner expressed the same ideas as he had explained to me and he encountered the complete agreement of all the Mexicans who took part in the discussions and at least a brisk and friendly interest in the case of the American gentlemen.

I suppose it is something entirely new for a leading economist of a country to publicize so openly and honestly his aims. Dr. Ilgner was able to do this, because, contrary to the usual rules of the game of economic competition he exercised a wise restraint in setting his goals,

bas^sing his action on wide knowledge of the needs of world economy. He could do^{so,}/moreover, because he had found a way of promoting the interests of his own firm without coming into collision with the interests of other countries.

His intention of involving himself in complex international negotiations proves that Dr. Ilgner could not even have thought of the possibility of war. Still less could he have engaged in espionage and the dissemination of propaganda in preparation for an aggressive war as alleged by the Prosecution.

Should anyone protest that the ideas of which a rough draft is made here and the visits mentioned above were merely intended to serve as camouflage for secret espionage and propaganda activities, I am compelled to state that this "camouflage" occupied so much of his time that, taking into account the other claims on it, (inspection of the various local I.G. branch establishments and discussions with their managers, courtesy visits to the leading members of the German colony, invitations and banquets, visits to the objects of interest in the capital and its surroundings etc.) he cannot possibly have had time for any other work. Since we understood each other well from the beginning and soon became friends, I spent much time with Dr. Ilgner when I was off duty, in addition to my official duties, so that I always knew the details of his extensive daily schedule. No day passed that he did not take dinner or supper with a large company of people, whether he was present as guest, or whether he himself had assembled the guests, and the evening festivities

used to last regularly until late at night. Actually it required Dr. Ilgner's strong constitution and enormous vitality to carry out his schedule without relaxation and with regularly only a few hours sleep. The two weeks of his stay were quite a strain for me despite the fact that I did not, after all, participate in all his activities.

I learned from the Defense of the Document No. NI-679, (or NI-679 Cont'd) which was submitted to the Tribunal by the Prosecution, to be used as evidence against Dr. Ilgner. It contains a letter dated 12 June 1942 from Dr. Ilgner to Herr v. Schnitzler, with 2 enclosures. My name is mentioned several times in these documents.

I can confirm as correct all information given by Dr. Ilgner in this letter, and by Herr Fischer in the enclosures, in connection with my name. However, I look in vain for the reason which could have induced the Prosecution to select these documents for submission as evidence against Dr. Ilgner.

Due to the lack of any other secure way of conveying information, Herr Fischer took advantage of the opportunity of the repatriation of legation personnel for forwarding communications to the parent firm. This was not only his well established right, but was, indeed, the duty of a faithful representative of the interests of his business house at home. It was quite natural to select the Commercial Attaché to carry his communications, which dealt mainly with economic matters, especially as the remaining communication concerned circumstances (my conferences with the President of the State) of which the particulars could best be obtained from me. Consequently it is not possible that Herr Fischer's part in this correspondence could act as a basis for charges against Dr. Ilgner, as little, in fact, as could my

participation in the conveying of the information.

In case the remark in Herr Fischer's cable to Dr. Ilgner :

".....that our collaboration with B. turned out to be very useful and that B. always showed the greatest concern for the interests of the I.G., during his activity as a Commercial Attaché in Mexico "

should seem suspicious to the Prosecution it is scarcely necessary to point out that I had nothing to do with espionage and war propaganda. It goes without saying that the collaboration mentioned involved only matters of a purely economic nature, and consequently formed a part of my duties. Neither does it seem necessary to explain the fact that a Commercial Attaché showed a lively interest in the most important industrial enterprise of his country, when not the least of his duties is to take care of the interests of all such enterprises.

It was precisely the content of my two conferences with the Mexican State President of which I was to inform Herr v. Schnitzler and Herr Overhoff according to Dr. Ilgner's letter to Herr von Schnitzler.

I cannot imagine that the fact of these two audiences, and the assertion that the State President thought well of me (later, this incidentally is partly due to the fact that I am Mexican by birth) or the circumstance that Dr. Ilgner considered it important that the gentlemen mentioned should learn the subject of the discussions from me personally could be considered by the Prosecution as constituting an indication of espionage or of propaganda designed for the preparation of an aggressive war, and, as such, as evidence against Dr. Ilgner.

Wiesbaden, 22 January 1948

signed : Hans Barendt

Illegible Document No. 111
Exhibit No.

This is to certify that the signature was affixed
by the own hand of the undersigned.

Police Administration

By Order

signed : Signature

(Stamp)

A f f i d a v i t .

I, Artur Schoene, living in Berlin-Zehlendorf, Glaszelle 30 b, have been warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence at the Military Tribunal in the Palace of Justice in Nuremberg.

I got acquainted with Dr. Ilgner in Bogota (Columbia) when he visited South America in 1936. Despite the fact that I was working at that time for a German company which was a competitor of the I.G., in my capacity as the president of the German Club in Bogota, I took part in several meetings of influential personalities. In most cases a considerable number of people participated and Dr. Ilgner also invited men like the former Minister Hermes, who had emigrated from Germany for political reasons.

The motive behind this visit was clear to any Germans there. Owing to their diversified branches of production, the I.G. had close connections with all business and banking interests in the country.

which made this first visit by a member of the Vorstand wholly justified and which did not fail to produce its effect upon the leaders of Columbian business. It was astonishing how Dr. Ilgner openly discussed his views about world economic problems with all kinds of audiences and how he tried to convince the listeners about the necessity of a reasonable industrialization of the South American agricultural countries and about the possibility of German participation. His unusual personality made a very deep impression on all who met him and his ideas on business and far-reaching plans were discussed long after he had left. Nobody saw anything else in this visit but the recognition by the I.G. that once in a while a leading staff member should gain information about the economic situation of the country, and should revive old business ties and open up new channels of trade. This applied to native, American, British and German personalities. It was obvious that in many discussions the entire German economic problem was in the foreground, since the I.G. had the greatest share in the foreign trade of Germany.

I was on friendly terms with Herr Kemmler, manager of an I.G. Agency and later Verbindungsmann for I.G., who accompanied Dr. Ilgner on all his visits and who took part in all conferences. I learned from him with what energy Dr. Ilgner went about his task and how freely and easily he discussed world economic problems with representatives of different nations. It is therefore absurd to look for other motives - such as perchance espionage or the like - behind the visit of Dr. Ilgner.

Nuremberg, 23 February 1948

signed :

Artur Schoene

I herewith certify and witness the above signature of Artur Schoene, living in Berlin-Zehlendorf, Glaszeile 30 b, who was identified by myself, Dr. Valter Bachem.

signed :

Dr. Valter Bachem

(Assistant Defense Counsel)

Nuremberg, 23 February 1948

A f f i d e v i t .

I, Dr. Gustav Schlotterer, born on 1 March 1906 in Biberach-Riss (Wuertt.) at present in Nuremberg, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the American Military Tribunal in Nuremberg.

I am aware of the fact that Dr. Ilgner in 1936 went on a business trip to South America and visited amongst others, the countries of Argentina, Chile, and Uruguay. I can confirm that this journey was purely an I.G. affair and that no official commissions were given to him and consequently none carried out by him. I arrived in Buenos-Aires and in Santiago shortly after the departure of Dr. Ilgner - I happened to be on an official tour of South America at the same time - and was able to convince myself that Dr. Ilgner had appeared there only as the representative of the I.G.

signed : Dr. Gustav Schlotterer

Nuremberg, 22 January 1948

I, Dr. Joachim Lingenberg, herewith certify the above signature of Dr. Gustav Schlotterer, Nuremberg, who signed in my presence.

Nuremberg, 22 January 1948

signed : Dr. Joachim Lingenberg

Excerpts from
The Minutes of the 102-nd Meeting

of the Working Committee on Tuesday, 13 April 1937,
3 p.m. in the Administration Building Frankfurt a.M.

The gentlemen named on the attached list were present.

Geheimrat Schmitz opened the meeting at 3.30.

Point No. 6 of the agenda :

a.) International money situation

b.) Report on the journey to South America by Ilgner

a.) Dr. Ilgner reported on the settlement of deficits by means of promotion of exports. In addition, he explained the state and the possible development of different currencies and the consequences resulting therefrom for the I.G. For the time being there did not seem to be any international stabilization in view.

b.) In addition, Dr. Ilgner reported briefly on his journey to South America which led to interesting impressions. It might be said in general that the situation of the Latin-American countries had become much more favorable and that the possibilities for developing these markets were considerable. Dr. Ilgner described particularly noteworthy problems of the various countries.

Capital had been invested chiefly by the U.S.A., England
Germany, in such a way that England was leading only in
Argentina and in Uruguay, whereas in all the other countries
the U.S.A. were ahead of the British and of Germany. In various
markets, France and Japan also were making themselves felt
by dint of considerable effort.

.....

List

of the gentlemen who were present at the 102-nd meeting of the
Working Committee on Tuesday, 13 April 1937, 3 p.m. in the Ad-
ministration Building in Frankfurt a.M.

From the Aufsichtsrat : Geheimrat Dr. Hauser, Dr. von Rath,
Geheimrat Dr. Arthur von Weinberg,
Dr. C. v. Weinberg.

from the Verwaltungsrat : Geheimrat Dr. Schuon,
Geheimrat Professor Dr. Bosch.

From the Working Committee :

Geheimrat Dr. Schmitz,	Chairman	
Dr. Brueggemann,	Dr. v. Knieriem,	Dr. von Schnitzler,
Dr. Buetefisch,	Dr. Kuehne,	Professor Solck,
Dr. Buhl,	Dr. ter Meer,	Weibel,
Dr. Gajewski,	Otto	Weber-Andrae,
Dr. Hermann,	Dr. Pistor,	
Dr. Hoerlein,	Dr. Scherf,	Muehlen,
Dr. Ilgnor,	Dr. Schneider,	Dr. Seidel.

Recorder : Duisberg.

A f f i d e v i t .

I, Peter Kronmueller, employed by the I.G. Control Office in Frankfurt and chief of the Central Archives section in Frankfurt a.M.-Griesheim, living in Frankfurt a.M. Lorsnerstr. 31, am aware that I shall make myself liable to punishment by making a false statement.

I declare on oath that the above copy corresponds with the original document which is kept in the Records Building of the I.G. Control Office in Frankfurt a.M.-Griesheim.

Frankfurt a.M.-Griesheim, 9 February 1948

signed : Peter Kronmueller.

Ilgner Document No. 114
Exhibit No.

I herewith certify the above signature of Peter Krommüller,
living in Frankfurt a.M. Leranerstr. 31, who signed today in
my presence.

signed :

Dr. Walter Bachem

Frankfurt a.M., 9 February 1948

Affidavit.

I, Peter Kronmüller, employee of the I.G. Control Office in Frankfurt a.M. and chief of the Central Office of Records, Frankfurt a.M. - Griesheim, residing in Frankfurt a.M., Lersnerstr. 31, know that I shall render myself liable to punishment by making a false affidavit. I declare on oath that the appended photocopies correspond with the originals in the Records Building of the I.G. Control Office, Frankfurt a.M. - Griesheim:

Note No. 2067, dated 14 December 1937, to the Office of Statistics for the attention of Herr Vergara, Santiago de Chile.

Note from the Director General of the Office of Statistics, Roberto Vergara, from Santiago, dated 31 August 1938, to Dr. Max Ilgner.

Letter from H.D. Humpstone, from Santiago, dated 28 October 1936, to Dr. Max Ilgner.

Copy of a letter from Santiago dated 8 October 1936 to Senor Ernesto Barros Jarpa.

Letter from Ernesto Barros Jarpa from Santiago, dated 28 October 1936, to Dr. Max Ilgner.

Copy of a letter from Santiago dated 4 October 1936 to the German Ambassador, Freiherr Dr. Wilhelm von Schoon.

Copy of a letter from Santiago dated 4 October 1936 to Director Otto Egg in Santiago.

Ilgner Document No. 116

Exhibit No.

Copy of a letter from Santiago dated 8 October 1936 to Sanor Osvaldo de Castro.

Letter from the Banco Central de Chile, Santiago, dated 26 October to Dr. Max Ilgner.

Note No. 1535 I, II, III from the German-International Book Exchange organization, Pln. NW 7, unter den Linden 8, dated 4 December 1937, to the German Embassy in Buenos Aires for the Library of the Institucion Cultural Germano-Argentina, Prof. Dr. Gregorio.

Note No. 2062 dated 14 December 1937 to the Industrial Union, for the attention of President Colombo or Secretary Herber, Buenos Aires.

Note No. 2063, dated 14 December 1937 to the Banco Central de la Rep. Argentina for the attention of Dr. Hebrich, Buenos Aires.

Copy of the letter dated 7 October 1936 from Santiago to Antonio Delfino, Buenos Aires.

Copy of the letter from Dr. Ilgner's Secretariate, dated 27 May 1937 - Excerpt from the letter dated 9 November 1937 from Antonio Delfino, Buenos Aires to Dr. Ilgner.

Copy of the letter dated 25 August 1936, from Rio de Janeiro to Exmo. Sr. Dr. Alfonso Penna Junior, Universidade do Distrito Federal, City.

Illegor Document No. 116

Exhibit No.

Copy of letter dated 25 August 1936, from Rio de Janeiro
to Exmo. Sr. Dr. Leonardo Trude, M.D. President of the
Senco do Brasil, City.

Copy of a letter dated 25 August 1936, from Rio de Janeiro
to Ilmo. Sr. Jango Fischer, Mesta.

Frankfurt a.M. - Griesheim, 26 January 1948

Signed: Peter Kronmüller

I herewith certify and witness the above signature of Herr
Peter Kronmüller, residing in Frankfurt a.M., Lersnerstr.31,
made in his own hand today before me.

Frankfurt a.M., 26 January 1948

Signed: Dr. Walter Bachon

(Assistant Defense Counsel)

Ilgner Document No. 116

Exhibit No.

84/164 Ch

Note No. 2067

Berlin, 14 December 1937

Dispatch today in 4 packages

Sign. Ge 1710

to the Office of Statistics for the

attention of Herr Vergara,

Santiago de Chile

Flotinos 307

No. Vols.

4	Meyer's Dictionary Vol. 1 - 3	12.
1	Statistical Year-book for the German Reich 1937	
1	Mickwitz, Compulsory Export	
1	Germany	
2	XI th Olympic Games Berlin 1936	Vol. 1-2.

84/164

2857

27 September 1938

General Office of Statistics

Santiago Casilla 1317

Telegraphic address "DIREDISTICA"

SANTIAGO, 31 August 1938

Dr. Max Ilgner
Unter den Linden 82
Berlin W 2 - Germany

Dear Sir,

I have received from you through Mr. Werner Siering, Agent of
"La Quinica Beyer" of Chile the 9 volumes listed below:

Ilgnor Document No. 116

Exhibit No.

- 5 volumes of Mayer's Dictionary
- 2 volumes of "The Olympic Games in Berlin in 1936"
- 1 volume on "Germany"
- 1 "Statistical Year-book for Germany for 1937".

I have given myself the pleasure of acquainting myself with the contents of these works and am sincerely grateful to you for sending them, since they seemed to me to be extremely interesting and they have enriched the library of this Office.

Yours sincerely

signed: ROBERTO VERGARA

Director General of Statistics

Casilla 50 - D.

SA TIAGO DE CHILE

H. D. HUMPSTONE

84/164 Ch

October 28, 1936.

Doctor Max Ilgnor,
c/o "La Quinice Bayer"

BOGOTA, COLOMBIA.

Dear Dr. Ilgnor,

Thank you for your letter of October 8, and the most interesting Zeppelin book which I received with same.

Ilmer Document No. 116

Exhibit No.

I had hoped to have had an opportunity to see you again before you left Santiago, but unfortunately you got away before I had a chance to communicate further with you.

With kindest personal regards and best wishes for a most enjoyable trip,

Sincerely yours,

/s/ H.D. HUMPSTONE.

84/164 Ch

Santiago de Chile, 8 Oct 1936

Senor

Ernesto Barros Jarpe

Compania 1788

Santiago

Dear Mr. Barros Jarpe,

I beg you to accept, as a memento in gratitude for the interesting interview which you were kind enough to grant us, the book by our late great industrialist, Geheimrat Duisberg.

Hoping that we shall meet again, either here or in Germany, I take my leave of you,

Sincerely yours,

Max Ilmer (Translator's addition)

Ilgner Document No. 115

Exhibit No.

colleagues in your house. My stay in Chile was very instructive in every respect and I hope that the many suggestions I have received out here will for their part contribute to the improvement of economic relations between Germany and Chile.

In concrete token of my gratitude I should like you to accept the enclosed book by Kjellen-Haushofer "The Great Powers before and after the World War", and at the same time to ask you to give the enclosed traveling medical kit to the Baroness.

Moreover I have taken the liberty of placing a collection of the works of Schiller, Goethe and Nietzsche at the disposal of the German-Chilean Cultural Association and I should be very grateful to you if you would undertake the redirection of the books, which Herr Stiering is kindly forwarding to the German Embassy.

Requesting you to pay my respects to the Baroness, I remain, with friendly greetings and Heil Hitler

Yours sincerely

signed: Signature.

Ilgner Document No. 116

Exhibit No.

84/164 Ch

at present at Santiago de Chile

4 October 1936

Director Otto Egg,
Banco Germanico de la America del Sud,
Auerfano 837
Santiago.

Dear Herr Egg,

May I send you, in grateful remembrance of the hospitality you showed to my colleagues and myself, Prince Bismarck's book as a concrete token of my gratitude. At the same time I take the liberty of enclosing a Bayer medical kit for your esteemed wife.

In the hope that we shall meet again soon in Berlin, I remain for the present, with cordial greetings and regards to your wife.

Yours very sincerely,

signed: Signature.

Ilgnor Document No. 116
Exhibit No.

84/164 Ch

Santiago de Chile, 6 October 1936.

Senor Osvaldo de Castro,
President of the Lautaro Nitrate Co., Ltd.
City.

Dear Senor de Castro:

I ask you to accept, as a token of the pleasant memory derived from our interesting interview, the accompanying book by the great economist and industrialist, Geheimrat Duisberg, former President of the I.G. Farbenindustrie Aktiengesellschaft, and now deceased.

In sending you this book I should like to express to you my sincere thanks for the interview which you were good enough to grant me, as well as the hope that we shall be able to work together for the economic well-being of our respective countries.

With respectful greetings,

I am, Dear Sir,

Yours etc.

84/164 Ch

BANCA CENTRAL DE CHILE,
Santiago.

26 October, 1936

Herr Max Ilgnor,

City

Dear Sir,

I am in receipt of your letter of the 5th instant, with which you were kind enough to send me the work "Modern Capitalism"

Please accept my sincere thanks and the assurance that I shall read it with great interest.

I am pleased that your stay in Chile was beneficial, and I too express the hope that the commercial relations between our two countries will be strengthened.

Again thanking you,

I remain,

etc.

Guillermo Subercaseaux

Copy

German and Foreign Book Exchange Service
Berlin NW 7, Unter den Linden 8

NOTICE No. 1535

To

Berlin, 4 December 1937

The German Embassy

Today dispatched in 2 crates

Buenos Aires

Sign. R.T. 7507.7508 T 530

for the Library of the Instit.
Cultural Argentino-Germano,
Prof. Dr. Gregorio

Volumes

- 10 Popular German Art, Vol.2-9, 12 and supplementary vol.
Alsace
- 1 Schilling, Sketches by Old German Masters
- 1 Old Berlin Churches
- 1 Schilling, Drawings by German Romantics
- 1 Ehrhardt, The Art of Painting
- 1 Kauffmann, Donatello
- 2 Illustrated History of Arts and Crafts
- 2 Th.Wiegand, The Foro-Architecture of the Acropolis in
Athens. Text and ?
- 6 History of Arts and Crafts, Vol. 1-6
- 1 Deusch, German 15th Century painting
- 1 Binding, Kolbe
- 1 Fraenger, Matthias Gruenewald
- 1 Daengers, Wilhelm Busch
- 1 Busse, Hans Thome
- 1 Buschor, Greek Plastic Art
- 1 Eight Centuries of Animal Drawings

NOTICE No. 1535

Volumes

- 1 Dorner, Meister Gertram von Minden
- 1 Pinder, Georg Kolbe
- 1 Doernig, Matthes, Daniel Poepelmann
- 2 Around 1800, Vol. 1 and 2
- 2 History of Architecture, Vol. 1 and 2
- 1 Albrecht Duerer, Engravings (Entire collection)
- 1 " " Woodcuts (Entire collection)
- 1 Marginal Drawings by Albrecht Duerer and Lukas Cranach
- 1 Renard, The New Castle at Benrath
- 3 Hartmann, Developments in Architecture Vol. 1-3
- 6 Springer, History of Art, Vol. 1-6
- 1 Schmidt, Book bindings
- 1 Hoack, Ancient Architecture
- 1 Haupt, Germanic Architecture
- 2 Kautzsch, Mainz Cathedral and its Monuments Vol. 1 and 2
- 1 Kowalczyk, Decorative Sculpture
- 1 Degering, The Scriptures
- 1 Ernst, Flanning, Textile Works
- 1 Kautzsch, Romance Churches in Alsace
- 1 Zieler, Potsdam
- 1 Heye-Weigert, The Royal Cathedrals of Speyer, Mainz and Worms
- 1 Klapheck-Heye, The Cathedral at Xanten
- 1 Pinder-Heye, Eberberg Cathedral

NOTICE No. 1535

Volumes

- 1 Heye-Burmeister, Westphalian Cathedrals
- 1 Blossfeldt, Primitive Art Forms
- 1 Feulner, German Plastic Art of the 17th Century
- 1 Greischel, Magdeburg Cathedral
- 1 Heye-Rodenwaldt, Olympia
- 1 " " The Acropolis
- 1 Hoever, The Foundry
- 1 Pinder, German Plastic Art of the 15th Century
- 1 Sauerlandt, " " " " " 16th "
- 1 Winkler-Deutsch, German Printing in the 16th Century
- 1 March, Structure of Reich Sports Arena
- 1 Pinder, German Plastic Art in the 14th Century
- 1 Feulner, " " " " " 16th "
- 1 Schmitz, Berlin Architects
- 1 Deusch, Paintings of the German Romantics and their contemporaries
- 1 Catalonian Art. Architecture, Plastic Art, Painting from the 10th - 15th Century
- 1 Benge, German Renaissance Plastic Art, in Wood and Stone miniatures
- 1 Schmitz, Furniture Factory
- 5 Wasmuths, Lexicon on Architecture, Vol. 1-5
- 1 Graul, Rembrandt
- 3 Colored Interior Decoration, Series IV, V, VI
- 4 Masters of Ornamental Engraving, Vol. 1-4
- 1 Nasse, Jacques Callot

NOTICE No. 1535

Volumes

- 1 Geisberg, Engraving from its beginnings
- 1 " The Master E.S.
- 15 Propyläen History of Art, Vol. 1-15
- 2 Gronau, America, Vol. 1 and 2
- 3 Volz, Frederick the Great, as reflected by his Times, Vol. 1-3
- 1 Steinen, Among the Primitive Peoples of Central Brazil
- 1 Tessmann, Godless Men
- 1 Snotlage, Atikoy
- 1 Willrich, Purification of the Temple of Art
- 1 Wegner, Indian Races and past Civilizations
- 1 Wegner, To the Golden Gate through ancient Indian country
- 1 Horst, German Renaissance Architecture
- 1 Beck, History of Graphic Art
- 1 Platz, Modern Architecture
- 1 Hofmann, Porcelain

Ilgner Doc. No. 116

Exhibit No.

Copy

NOTIFICATION No. 2063

To

Berlin, 14 December 1937
dispatches today in 10 parcels

Banco Central de la Rep.
Argentina
for the attention of Dr. Prebisch

Sign. Ge 17c6

Buenos Aires

Reconquista 37

Volumes

- 10 Works of Frederic the Great, volumes 1-10 (Werke Friedrich des Grossen Bd. 1-10)
- 5 The Great Germans, volumes 1-5 (Die Grossen Deutschen Bd. 1-5)
- 1 Mickwitz, Foreign Trade under Compulsion (Aussenhandel unter Zwang)
- 1 Wolff, Work (Arbeit)
- 1 Problems of German Economic Life (Probleme des Deutschen Wirtschaftslebens)
1-2 1-2
- 12 Friedrich List, Works vol. I, II, III, 1-2 1-2
IV-IX, Index to the List Edition (Werke, Band I, II, III
IV-IX, Verzeichnis der List Ausgabe)
- 2 XIth Olympic Games Berlin 1936 vol. 1-2 (IX. Olympiade Berlin 1936, Bd. 1-2)
- 1 Goethe, Italian Journey (Italienische Reise)
- 1 Rilke, The Song of Love and Death (Die Weise von Liebe und Tod)
- 1 Heye-Barthel, Baroque Churches (Barockkirchen)
- 2 Solmsen, Contributions to German Politics and Economy 1900-1903, vol. 1-2 (Beitraege zur deutschen Politik und Wirtschaft 1900-1903 Bd. 1-2)
- 1 German (Deutschland)
- 1 Yearbook of National Socialist Economy (Jahrbuch der Nationalsozialistischen Wirtschaft)

Hlgner Doc. No. 116

Exhibit No.

Copy

NOTIFICATION No. 2062

To

Berlin, 14 December 1937

Union Industrial
for the attention of President
Uolombo or Secretary Herbin

dispatches today in 7 parcels

Sign. Ge 1705

Buenos Aires
Avenida de Mayo 1157

Volumes

-
- 4 Meyer's Encyclopedia, vol. 1-3, 12 (Meyers Lexikon Bd.1-3, 12)
- 2 XIth Olympic Games, Berlin 1936, vol. 1-2 (Olympiade Berlin 1936, Bd. 1-2)
- 5 The Great Germans, vol. 1-5 (Die Grossen Deutschen Bd. 1-5)
- 1 Wagemann, Structure and Rhythm of World Economy (Struktur und Rythmus der Weltwirtschaft)
- 1 Wagemann, Interim Survey of the Krisenpolitik (Zwischenbilanz der Krisenpolitik)
- 1 " Strategy of Political Economy (Wirtschaftspolitische Strategie)
- 1 Mickwitz, Foreign Trade under Compulsion (Aussenhandel unter Zwang)
- 1 Wagemann, Pool's Mirror of Statistics (Marrenspiegel der Statistik)
- 4 Documents of German Politics, vol. 1-4 (Dokumente der Deutschen Politik Bd. 1-4)
- 1 Statistical Yearbook for the German Reich 1937 (Statistisches Jahrbuch fuer das Deutsche Reich 1937)
- 1 Germany (Deutschland)

Hlgner Doc. No. 116

Exhibit No.

84/164

at present in Santiago de Chile
7 October 1936

To

Mr. Antonio Delfino
Florida 439
Buenos Aires

Dear Mr. Delfino,

Please accept my warmest thanks for the very kind letter of farewell which you wrote to me and for the precious farewell present which you sent me. I appreciated both of them most deeply and sincerely.

May I, for my part, ask you to accept the enclosed book as an outward sign of my gratitude for all the kindness which you showed me during my stay in Buenos Aires? At the same time I should like to assure you that it will be a pleasant and welcome duty for me to use my influence to promote the strengthening and growth of the economic relations between our countries which have had such a promising start. It is a special pleasure and satisfaction for me to know that you, dear Mr. Delfino, being in such a prominent position, are called upon to bring us closer still.

Ilgner Doc. No. 116

Exhibit No.

Hoping that I shall see you again very soon in my home country,
I remain for the present, with kindest regards and compliments

Yours most sincerely

84/164

Dr. Ilgner's Secretariat

27 May 1937

Excerpt from the letter dated 9 November 1937 from Mr. Antonio
Delfino, Buenos Aires to Dr. Ilgner.

..... I must thank you most heartily for the work by Bismarck
which you sent me, and in particular for the dedication, written
in your own handwriting.

I shall read the volumes you sent me and shall study them
in detail "

Distribution: Mr. de Haas

Ilgner Doc. No. 116

Exhibit No.

84/164 Br

Rio de Janeiro, 25 August 1936

To:

Dr. Affonso Penna junior,
University of the Federal District,
City.

Sir,

At the meeting which we had on the 22nd inst. it was evident that there existed the mutual desire for strengthening the spiritual bonds between our countries by an increased exchange of literature.

I already expressed to you that it would give me great satisfaction to take the initiative, and I therefore beg to present to the University of the Federal District two books: "World Mining Statistics" (Weltmontanstatistik) and Sembart: "Modern Capitalism" (Moderner Kapitalismus) which will certainly be appreciated on account of their scientific value, and to you, Dr. Penna, the book: Bismarck: "Thoughts and Memoirs" (Gedanken und Erinnerungen).

Counting on your valuable assistance, I also hope to be able to co-operate in future in the work of drawing closer the cultural relations between our two countries.

Ilzer Doc. No. 116

Exhibit No.

Thanking you for your kind attention I beg to remain, with
the expression of my highest esteem,

Yours sincerely

64/154 Br

Rio de Janeiro, 25 August 1936

To:

Dr. Leonardo Truda
President of the Banco do Brasil

City:

Dear Sir,

I have the pleasure of expressing once more my gratitude
for your having afforded me the opportunity of attending the
interesting meeting we held.

Will you, Mr. President, kindly do me the great honor of
accepting the enclosed book by our great economist and financial
expert, Sombart: "Modern Capitalism" (Moderner Kapitalismus).

With the expression of my highest esteem,

Very sincerely

Yours

Ilgner Doc. No. 116

Exhibit No.

84/164 Br

Rio de Janeiro, 25 August 1936

To:

Mr. Jango FISCHER,
5, Rue Carlos Sampaio,
City.

Dear Sir,

Owing to a series of unforeseen circumstances I regret having been unable to meet you, and I therefore feel it to be my duty to express to you my sincerest thanks for all the interest which you have shown to me.

May I ask you kindly to accept, as a token of my gratitude, the enclosed book by Bismarck: "Thoughts and Memoirs" (Gedanken und Erinnerungen).

With the expression of my highest esteem,

Yours very sincerely

P.S. I have just been informed that you tried to reach me on the telephone after my departure from Rio, and would like to thank you very much for your kindness. I trust that on the occasion of your next visit in Europe I shall have the honor of becoming personally acquainted with you and of entertaining you in Berlin.

Copy.

Notice No 2069

To

Berlin, 14 December 1937

Maria Elena Works Library
attention of Herr KRUEGER

Send today 11 parcels

Santiago de Chile
Pedro de Veldivía

sign. Co 1712

Vols

- 1 MIEGEL, Audhumla
1 MENZEL, Frederick the Great
1 RIPPEN, Senta the yellow bitch
1 WOLF, German Painter-Poets
1 SEEHOFER, Journeys with the Fuehrer
1 KRAUSE, The Blooming Mountains
1 DIESEL, Man-Work-Fate
15 GOETHE'S Collected Works vols 1 - 15
8 STORM'S Collected Works vols. 1 - 8
1 LERSCH, The Foot's Work
1 RAABE, Abu Tolofan
1 - , Schiodderump
1 - , The Chronicles of Sparrow Alley
1 - , Backwoodsmen
1 BYTH, Plough and Latho
2 KOEHNIG'S Complete works vols 1 - 2
1 RAABE, Herr-ker
1 HERZOG, Men of the House
1 FREYTAG, Debits and Credits
1 GILLESOFF, Juornjakob Swehn of America

Notico No 2069

vols. -----

- 1 WENNER, Seven before Verdun
- 1 FEDERER, Mountains and Men
- 1 DUDON, Orthography
- 1 - , Illustrated Dictionary
- 1 KELLER, Holidays from the Eco
- 1 NEMITZ, Master Pieces of German Painters
- 1 DARBE, The New Aristocracy Borne of Blood and Soil
- 1 BLUNCK, Selections
- 6 GRIMPARTZER'S Collected Works, vols. 1 - 6
- 1 BOESKE, Calls to the Reich
- 1 FREYTAG, The Ancestors
- 6 FONDANE'S collected works, vols. 1 - 6
- 1 RICHENDORFF, From the Diary of a Good For Nothing
- 1 LOHNS, The Were Wolf
- 7 SCHILLERS Collected Works vols. 1 - 7
- 1 EYTH, The Tailor of Ulm
- 1 FRIESSEN, Peter Moor
- 1 GRIMM, A Nation without Living Space
- 1 STIFTER, Stories
- 1 MUELLER-PARTENKIRCHEN, The Firm
- 1 HITLER, My Struggle
- 3 HEBDEL'S Works vols 1/2, 3/4, 5/6
- 1 MORGENSTERN, Gallowsongs
- 1 EYTH, Fight over Cheop's Pyramid
- 1 FRIEDER-SMOLKA, Emigrants
- 1 SCHMID, Arnold BOECKLIN

Notice No 2069

vols. -----

- 1 PINDER, Georg Kolbe
- 1 SCHILLINGS, Drawings of the Holbein Family
- 1 HIELSCHER, Germany
- 1 German Air Force Annual 1938
- 1 " Navy " 1938
- 1 " Army " 1938
- 1 SPIERE, History of the German Nation
- 1 BIER, Tilman Riemenschneider
- 1 WALIMANN, Albrecht Durer
- 1 BLUNCK, The Book of Germany
- 6 KELLER'S Works vols. 1 - 6
- 1 FICHLER, Munich rebuilding
- 1 LINDNER, Technical Construction
- 1 REISS, The Mission
- 1 WAGGER, Calendar Stories
- 1 RILKE, The Lay of the Love and Death
- 1 KIPPENBERG, German Poems
- 1 KRUEDEL, Who Would be a Soldier
- 1 NEUMANN, The Troubadours
- 1 The Little Book of Puzzles
- 1 GOSTHE, Werther
- 1 The Little Book of Griffins
- 1 STIFTER, Christmas Eve

Affidavit

I, Peter KROMUELLER, employee of the IG Control Office in Frankfurt/Main and head of the Central Archives Frankfurt/Main-Griesheim, of 31 Lersnerstr., Frankfurt/Main, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith declare on oath that the above is an accurate copy of the original kept in the Records Building of the IG Control Office Frankfurt/Main-Griesheim.

Frankfurt/Main-Griesheim, 9 February 1948

signed Peter KROMUELLER

This is to certify that the above signature is that of Herr Peter KROMUELLER of 31 Lersnerstr., Frankfurt/Main, and that it was appended in my presence today.

Frankfurt/Main, 9 February 1948

signed Dr. Walter BACHEM.

Affidavit.

I, Dr. Ernst H A C K E M A N N, Tuebingen, Johannesweg 4, after having been warned that I shall be liable to punishment for making a false statement, herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI, in the Palace of Justice at Nuernberg, Germany:

I worked at the I.G. Berlin NW 7 from February 1937 until the outbreak of the war in the summer of 1939. After a short period during which I was an assistant in the Office of the Commercial Committee, I worked as an expert and became deputy department manager in the Directorate Department. As a result of my activity there I am in a position to make the following statement:

Following upon Dr. MAX ILGNER's journey to South America in 1938, many South American universities, scientific institutes, chambers of commerce, German clubs, German schools, etc. approached him, to ask him - having made his personal acquaintance during the journey - for his help in remedying the shortage of German language literature. Some of the applicants sent detailed lists of things desired, others only mentioned general wishes. The procurement of the books was very difficult, because there were not sufficient books in Germany printed in antique. It was therefore necessary to collaborate with an agency which was in a position to give the required help in this field. The "German-Foreign Book-Exchange", a branch office of the Prussian State Library, under the management of Bibliotheksrat Dr. JUERGENS, was able to give this help. The German-Foreign Book Exchange which, as an official

authority, worked in collaboration with the Cultural Department of the Foreign Office, declared their willingness to assist in the selection and procurement of the books.

As the lists of the books had to be submitted to the Organization Abroad before they were dispatched Dr. JUERGENS stated he was prepared to add from the library of his office some books which had been published by the Party press and which were particularly attractive in appearance. During the negotiations which I had with Dr. JUERGENS, who did not make on me the impression of being a follower of National Socialist ideas, told me that without these additions the necessary approval would not be granted. Naturally this referred only to shipments of books for which no concrete suggestions had been made for National Socialist literature, as was the case with shipments to the Organization Abroad.

As far as I remember, the lists which Dr. ILGNER compiled were then discussed with Dr. SCHAEFER-HUEMELIN from the Cultural Department of the Foreign Office. This was necessary in order to be covered when submitting the lists to the Organization Abroad, when they had been "approved by the Foreign Office", Dr. JUERGEN then submitted them to the Organization Abroad. I do not know whether the Organization Abroad ever struck off books from the lists afterwards.

In order to avoid misunderstandings, I should like once more to emphasize that the shipment of these books would not have been possible without the assistance of the German-Foreign Book Exchange.

In order to show that the books were a bequest from the I.G. a bookplate which had been especially designed for this purpose was affixed opposite the first page. It shows a Hansa-Kogge, the crest of the I.G., with the inscription: "Bequest of I.G. Farbenindustrie Aktiengesellschaft 1937". There was no swastika on the bookplate.

This shows clearly that it was purely an act of good will on the part of the I.G. and there was no thought of making political propaganda.

Tuebingen, 1 March 1948

signed: Dr. Ernst HACKEMANN

I herewith certify that this is the signature of Dr. Ernst H A C K E M A N N, Tuebingen, Johannisweg 4, who identified himself before me, Gerhard STEUDLE, government official.

Tuebingen, 1 March 1948

Stamp: Wuerttemberg-Hohenzollern,
Ministry of the Interior

signed: STEUDLE
(Government Official)

A f f i d a v i t .

I, Dr. Ernst Hackemann, Tuebingen, Johannesweg 4, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI at the Palace of Justice at Nuremberg, Germany. I depose the following:

From February 1937 until the outbreak of war in the summer of 1939 I was employed with the I.G. Berlin No. 7, first temporarily in the office of the Commercial Committee and then as an expert, later as Departmental Chief in the Directorate Department.

I know the note, contained in the Prosecution Document Exhibit 807, Document No. NI-2786, which was submitted to me by the Defense.

I took part as a representative of the I.G. in the conference on 13 April 1938 which is mentioned in the note of 14 April 1938. As far as I can remember the order was given to me by Dr. Kersten, the responsible head of the Directorate Department, who gave the directives which I had to follow in my work in the Directorate Department. It was one of the tasks of the Directorate Department to attend the conference. I already knew Dr. Panhorst of the Ibero-America-Institute, who is mentioned in the note from business conferences. Dr. Ilgnor spent some time in South America in 1936. As far as I know he was also a member of the Institute. At the suggestion of the Ibero-America - Institute Dr. Ilgnor had in 1937 given a lecture on his journey before the diplomatic representatives of the Central and South American countries and the economic circles interested in the South America business.

The data collected on Dr. Ilgner's journey ^{were} handled by the responsible experts, in particular by Herr Schwarte, who had accompanied Dr. Ilgner on his journey. First came the drawing up of reports on the journey. Then books were donated to numerous institutions (scientific institutes, universities, German clubs, Chambers of Commerce etc.) which had requested them from Dr. Ilgner while on his trip. Lastly the general observations and suggestions, given to Dr. Ilgner during his journey were forwarded to the competent offices of the authorities, such as for instance, the Ministry of Economics and the Foreign Office.

It is true that the Central Bureau "Joy and Work" was informed of Dr. Ilgner's interest as also of the interest of the I.G. as a whole, in cultivating friendly relations with the South American countries. In order to make use of these already existent connections, the Central Bureau invited the I.G. to take part in the conference of the Working Committee in which a report was given on the propaganda activities of the Central Bureau. I was not under the impression that relations already existed between the I.G. and this office of the German Labor Front, but rather that the attempt was made to get the firm, which so far had declined, to put its representatives at the disposal of the organization "Joy and Work" as a result all the advantages which in the opinion of the Secretary General Lanthey should induce the I.G. to take part, were particularly emphasized in the course of the conference.

Why it was just South America which was selected as an object for propaganda activities I can no longer say. Neither do I know whether other continents were also to be included in the work of the Central Bureau or were already included, as before that time I had never heard of the institution "Joy and Work" as a " leisure time organization", since I was opposed to the NSDAP and had no interest in questions of this kind. I assume that the

Central Bureau tried, because of the interest shown by the I.G. and particularly by Dr. Ilgner in the promotion of friendly relations with the South American countries, to interest the I.G. in this work via the German Labor Front.

To be quite frank, the object of "the organizing of leisure" (Feierabendgestaltung) was never quite clear to me. However, since the Central Bureau apparently had made it its task to propagate in the world the idea "leisure and recreation", the gentlemen who belonged to the committee were obviously convinced of the necessity of such an idea. Incidentally, the committee in question was international and representatives of all the more important countries belonged to it. It is true, I do remember that my chief, Dr. Kersten, expressed criticism and was doubtful whether this idea met the needs of the workers in South America. As a result, the people in the I.G. offices, were not very pleased about the proposal that they were to put the liaison personnel of the I.G. at its disposal. As far as I remember they never did so, the reason being that the whole of the projects mentioned in this note, such as movies, novels, exhibitions, Strength through Joy (K.d.F.) trips to Ibero-America, were generally considered phantastic, and therefore were not discussed any further in the Directorate Department. As far as I know no official proposal was ever made to the I.G. The only thing which actually existed was a sumptuously produced multilingual illustrated magazine. It was intended to distribute this magazine also in South America. Dr. Kersten called this paper a nuisance and highly superfluous. Since the attitude to the whole idea was as negative as it could be, given the conditions in the Third Reich, nothing was done by the I.G. to promote the work of the International Central Bureau.

Although my knowledge of the matter is somewhat superfluous, I would deny that the "International Control Bureau" was a camouflaged institution for the propagation of National Socialist ideas. The people in it were not suited for such work. Moreover foreigners also were represented in the Bureau.

I consider the whole thing an amateurish attempt to solve a specific problem of the complex labor question. However there can be no question ^{of it's being} /an organization engaged in so-called "Fifth Column" activities and least of all in any warlike preparations. This absurd idea certainly did not enter my mind, either in the conference in question, ^{or} /when I reported afterwards to the I.G. Nor did any of the gentlemen mentioned in the distribution list of the note ever mention any such thing to me. As far as I remember I never talked to Dr. Ilgner about the matters which are contained in this note, as I seldom had to report to him directly, but only to my immediate superiors. Moreover Dr. Ilgner left such tasks on principle to his associates.

The fact that two officers happened to take part in it does not permit the conclusion that the organization had a military background. As far as I remember the Lieutenant Colonel had something to do with civil aviation in South and Central America (Condor Syndicate) and for that reason was invited. Captain PASSON had been in Brazil before. Both were considered to have a good knowledge of the countries and their inhabitants, and they did not represent their ministries.

Many authorities considered the I.G., with its vast network of branches, representations and associate firms, to be the German firm which was consulted in all questions relating to foreign countries. This was true

of the field of trade policy, as also of cultural questions and followed necessarily from the fact that the I.G. was by far the largest single German exporter. It should be added too, that AGFA for instance was mostly interested in cultural matters (movies, photography), while BAYER was more interested in scientific matters, and both of them had representatives in South America, even in medium sized and small provincial towns. This also explains why the Central Bureau thought first of the I.G. as a desirable associate for propagating the idea of "loisire recreation".

In order to guarantee a uniform representation of interests within the I.G., especially as the big representations had to some extent directed their financial policy in the opposite direction in the countries concerned, on Dr. Ilgnor's suggestion one responsible man from one of the I.G. representations was appointed as "Vorbindungsmann" in every country. This had been done in 1937/38 for reasons which were exclusively in the business interests of the I.G. When the gentlemen concerned spent their vacations in Germany, they used to visit also the I.G. Berlin NW 7. As it was one of the duties of the Directorate Department, in which I was active as an expert and later as the Deputy of the Department Head, I made the personal acquaintance of some of these gentlemen and was informed also as to their duties. To my knowledge no political or military orders from any of the political offices (Foreign Office, Organization Abroad - A.O.) or of military offices (Counterintelligence Department) were ever issued to these gentlemen. On the contrary the most scrupulous attention was paid to avoiding anything being included in the orders which these gentlemen received from the I.G. that could cause Liaison Officers, as far as they were Germans from the Reich, to have scruples of conscience in their relations with the country which gave them hospitality. The same applies to I.G. liaison officers who were not German citizens.

I know from the German press in 1946 that the I.G. liaison officers are considered by the Allies as an espionage organization. I must reject this assertion because it is not in keeping with the facts as I know them. It is true that one could reply that my position was too subordinate to permit me to have insight into such matters. However, I would like to point out that it would not have been possible to conceal in exchange of ~~secret~~ correspondence over and above the business correspondence between the I.G. liaison officers and the Central Office Berlin No. 7. Moreover I believe that I can say from my personal intercourse that a great number of these gentlemen was not on the best of terms with the NSDAP and for this reason alone would have rejected such demands.

after the one and only conference at the Central Bureau, I heard nothing more about the whole affair. As I remained in my position in the Directorate Department until the outbreak of the war, and as this Department continued to be competent for such matters, if the I.G. had been approached concerning them, I would in any case have had to learn of them. However, that was not the case. The only explanation I can give is that either the somewhat phantastic plans of the Central Bureau were not carried out at all, or that the German Labor Front had decided to renounce the idea of the I.G. collaborating with them.

Tubingen, 1 March 1948.

signed: Dr. Ernst Hackemann

I herewith confirm and certify the above signature of Dr. Ernst Hackemann, Tubingen, Johannesweg 4. His identity was established by me, the Government Employee Gerhard Staudle.

Tubingen, 1 March 1948.

signed: Staudle
(Government Employee)

CERTIFICATE OF TRANSLATION

12 March 1948

We,

Victoria ORTON, ETO # 20129,
 Eugene R. KUM, D - 429798,
 Brigitte TURK, ETO # 35130,
 Patricia E.C. WOOD, ETO # 20139,
 Beryl C. BESWICK, ETO # 20183,
 Leonard J. LAWRENCE, ETO # 20138,
 Anne MARTIN, ETO # 20144,
 Phyllis RAY, ETO # 36287,
 Julius J. STEUER, AGO - A - 442654,
 Alfred RAHL, B 398081,

heroby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book 7 Ilgner.

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Case 6
Defense

TRIBUNAL VI

Case 6

DOCUMENT BOOK VIII

for

Dr. Max ILGNER

submitted by the
Counsel for the Defense

Dr. HERBERT NATH
Attorney



Tung

Index of Document Book VIII
for Dr. M a x I L G N E R

Doc. No.	Exh. No.	C o n t e n t s	page
122		Affidavit by Dr. Anton REITHINGER, reporting on Dr. ILGNER's economic principles which the latter steadily maintained till the end. His leading principle was that foreign trade could only be promoted by international cooperation. An oft repeated phrase of his was "I cannot be prosperous myself unless my neighbors are thriving". Dr. ILGNER's second principle was that assistance in their industrialization must be given by industrial countries to others yet undeveloped. The third principle was that a participation of German capital in the development of foreign industries should in principle only be in the form of minority participations. Dr. ILGNER's procedure in the attempted development of natural gas, Danube reeds and so on in the South-East European States, was based on these principles.	1
123		Affidavit by Professor Dr. Hermann GROSS confirming that Dr. ILGNER's activity in the South East aimed at greater intensification of the economy of these countries, in order to induce increased purchasing capacity and a higher standard of living in these countries. Dr. ILGNER identified himself with this opinion in particular during the war, in his capacity as Chairman of the South East Committee of Reich Group Industry. Dr. ILGNER opposed "all endeavors aimed at economic and political-militaristic oppression or spoliation of foreign countries". Dr. ILGNER's attitude with regard to the South Eastern countries was proved particularly convincingly by his international economic efforts towards a profitable, though peaceable cooperation among countries of equal rights.	5

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Doc. No.	Exh. No.	C o n t e n t s	page
17		Affidavit by Freiherr von ILMOWSKY, Dr. ILGNER's economic views regarding the South Eastern countries aimed at the strengthening of purchasing power in these countries in order to stimulate economic contacts with Germany. He advocated granting the majority in any joint enterprises to foreign partners. "Party organs considered Herr ILGNER's activity first with suspicion, but after 1938 with obvious resistance and active opposition". "It was brought up against him that his work was merely for the benefit of the South Eastern countries and not for Germany".	11
124		Affidavit by Dr. Hermann REINHARDT, Section Chief in the Reich Ministry of Economy. He has known Dr. ILGNER ever since 1935/36. Dr. ILGNER was opposed to any influence on economy by the Party and used all the strength of his personality for a peaceable development of economic contacts with the South East. His activity in various Committees of the economic organization was inspired by these principles. Dr. ILGNER has been, in word and deed, the exponent of the very reverse to a policy of spoliation and plunder".	15
125		Affidavit by Dr. Gustav SCHLOTTERER, Ministerial Deputy Chief in the Reich Ministry of Economy. In the competent official and economic circles of the South Eastern countries, Dr. ILGNER was considered as a friend and helper. He repeatedly used his influence for the economic interests of the South Eastern states in dealing with the Reich Ministry of Economy and other official organs. He was of the opinion that German and South Eastern European economists should cooperate on a basis of equal rights.	18

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for Dr. M a x I L G N E R

Doc. No.	Exhl No.	C o n t e n t s	page
126		<p>Affidavit by Lueben B. ZONEW, Geneva, Switzerland, former member of the Bulgarian Board of Trade and Chief of the Bulgarian Board of Directors for foreign trade has known Dr. ILGNER for many years on business and privately. "Dr. ILGNER was one of those cosmopolitan Germans who unconditionally upheld the need for a good understanding between Germany and the rest of the world. I was under the impression that the war, for him, was a tragedy". "I have never noticed a tendency in Dr. Max ILGNER to carry out a one-sided and narrow-minded spoliation of the participating country". Dr. ILGNER opposed RIBBENTROP's arrogant policy in connection with the European countries and profoundly regretted it. "In the midst of the war Dr. ILGNER tried by peaceable means to be active in the sphere of economy. He has always used his influence towards the economic cooperation of peoples and often gave vent to his exasperation on account of obstacles put in his way by the official policy of the Third Reich". 20</p>	
127		<p>Affidavit by Freiherr von WILMOWSKY, President of the MWT - Mitteleuropaischen Wirtschaftstages (Central European Diet). He reported on the nature and importance of the MWT, already in existence since 1921/23. The MWT from its beginning aimed at a voluntary, far-sighted cooperation on the basis of equal rights under the view point of "do ut des". He strictly opposed all ulterior political or imperialistic motives. "The South Eastern business-policy of MWT and of Dr. ILGNER was in its execution anything else but spoliation or enslavement of other countries". The conception of planned economy for large areas is no invention of the Nazis; the MWT in word and deed has never understood this conception but as the principle of international cooperation on an equal basis and coupled with full respect for the sovereignty of the countries concerned." After 1933 the MWT was frowned on by the Party. "As a free, intentionally fully independent organization, we no longer fitted into the generally compulsory pattern".</p>	

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Doc. No.	Exh. No.	C o n t e n t s	page
127 (continuation)		Assertions that MWT was an espionage-organization, carried out Nazi-propaganda or helped to prepare for war, are refuted by the witness as a gross distortion of facts. Dr. ILGNER's business policy in the area of South Eastern Europe was identical with that of MWT. The witness confirms that Dr. ILGNER for instance was in opposition to the official NS-organs in his endeavors with regard to the payment of the German clearing-debts. Thus, "the Committee South East, of the Reich Group Industry, directed by him, was made ineffective and he himself was prevented, in the spring of 1944, from going to Hungary.	23
128		Affidavit by Freiherr von NILMOWSKY on the South East foundation by the Central European Economic Meeting (MWT). (In connection with Prosecution-Documents NI-6293, Exhibit 816, Document Book 45, English page 140, German page 185). To counteract the scarcity of commercial successors, the MWT established the so-called South East foundation, to provide, through scholarship, better training than heretofore for young businessmen in Germany and South Eastern Europe. The scheme was financed by some important concerns and, at the instance of Dr. ILGNER, by I.G.-Dr. ILGNER saw "in this operation a welcome means of encouraging, in prominent places, the good understanding in the central-European realm". "Whoever suspected political or propoganda motives here, would have been thoroughly disappointed". "Politics were tabooed. The whole endeavor was directed towards inspiring in the young businessmen of the limited central European area as great an understanding as possible also for the concerns of neighboring countries".	29

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Doc. No.	Exh. No.	C o n t e n t s	page
156		Excerpt from the minutes of the Meeting, on 28 June 1940, of the Commercial Committee. To number 9 d: "The K.A. (Commercial Committee) passes a resolution to contribute Reichsmark 50,000 for the scholarships of the Central European Economic Meeting for the purpose of training young businessmen from the South East".	32
129		Excerpt from Dr. ILGNER's lecture on "Germany and the intensification of economy in the South Eastern countries", given before the Central European Economic Meeting on 2 September 1940. In particular Dr. ILGNER explains the conception Lebensraum (living space), that is to say space for reciprocal economic completion. In this sense the whole American continent is, for instance, the living space of the U.S.A. The conception Lebensraum does not refer to an area "where Germany means to settle or live, but where Germany means to share the life and partake in the economy of others". Dr. ILGNER describes the assistance which, in his opinion, should be granted to the countries of South Eastern Europe for the development of their agriculture and industry. He declares "that such cooperation guarantees a peaceable development". Dr. ILGNER stresses the point that the principles mentioned in his statements are identical with those which he had already advocated prior to the war.	33
154		Affidavit by Karl BLESSING, collaborator of Dr. Hjalmar SCHACHT from 1934 to June 1937, describes the tasks and importance of the "Arbeitskreis fuer Aussenwirtschaftsfregen" (Research Group for Foreign Economy) founded in 1944 and of which Dr. ILGNER was a member.	41

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Doc. No.	Exh. No.	C o n t e n t s	page
230		<p>Excerpt from the report "South Eastern Europe; a political and economic survey, prepared by 'The Information Department of the Royal Institute of International Affairs in collaboration with the London and Cambridge Economic Service', London 1939".</p> <p>Following an account of commercial contacts between Germany and South Eastern Europe until the spring of 1939, the report concludes that "finally the South Eastern European countries have materially benefitted by increased German purchases". Germany contributed to the growth of their national income. With reference to the commercial policy of Great Britain in South Eastern Europe the report recommends, "not to oppose German commercial expansion in this region".</p>	43
131		<p>Affidavit by Freiherr von WILMOWSKY who, at the request of Dr. M. HAHN, recommended Herrn NEUBACHER, on account of his distressed circumstances, to I.G., as NEUBACHER had been recommended to him in the economic sphere. "No mention was ever made in this connection of any political motives; in that case I should have flatly refused to recommend him."</p>	49
132		<p>Affidavit by Wilhelm von FLUEGGE, agrarian-scientific collaborator of I.G. (Ref. Prosecution Document NI-5732, Exhibit 900, Document Book 49, English page 8, German page 16). NEUBACHER was sent to Vienna by the witness as "in Berlin one obviously did not know what to do with him". NEUBACHER wished to write an agrarian-scientific work on Persia "having studied Persian poetry for years and having therefore always dreamed of a sojourn in Persia". The witness himself intended to prepare this work on Persia and not the one assigned to him, namely on the agrarian situation in Czecho-Slovakia. He was</p>	

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Doc. No.	Exh. No.	C o n t e n t s	page
132 (continuation)		able to realize his wish. Thereupon NEUBACHER was charged with preparing the above-mentioned work on Czecho-Slovakia as a supplement to already completed elaborations on the agrarian situation in the remaining South Eastern European countries. The witness does not know whether NEUBACHER went to Czecho-Slovakia.	51
133		Letter by the Auslandsorganisation (Organization of Germans living abroad) of the NSDAP to I.G. Farbenindustrie (Dr. KUGLER) dated 26 April 1937 with enclosure. NEUBACHER, in the enclosure to the letter, is charged with being connected with the Austrian Social Democratic Party and the Russian Communist Party. He is further charged with having provoked his own arrest in Austria in order to pose as a martyr. The A.O. leaves it to I.G. to examine whether they would still wish to employ NEUBACHER even after this criticism.	55

DOCUMENT BOOK VIII, ILGHER

I certify that all the documents contained in this document book are verbatim copies of the documents submitted to the Tribunal.

Nuernberg, 1 March 1948

Dr. HERBERT NATH
Attorney

A f f i d a v i t .

I, Dr. Anton REITHINGER, residing in Munich, Ismainin-
gorstrasse 64/3, am aware that I render myself liable to
punishment if I give a false affidavit. I depose that my
statement is true and was made to be submitted as evidence
to the Military Tribunal in the Palace of Justice, Wuerzburg.

During the economic world crisis in 1930/32, thousands
of proposals to counter it reached I.G. and especially its
financial head, Geheimrat SCHMITZ - who at that time was
also known in Germany as a member of the Bank for Interna-
tional Payments (BIZ) - from at home and abroad. These
proposals were usually referred to the National Economy
Department for examination, and the latter received and
examined more than 2,000 registered communications of this
kind during 1930/32.

At that time a small circle of various economists who
tried to advise the Cabinet in its economic and financial
policy formed a loose advisory council for the then Reich
Chancellor BRUNING, whose deflation policy after the devalu-
ation of the pound had resulted in a grave economic and
unemployment crisis for Germany.

Geholrat SCHMITZ, W.v. MOELLENDORFF, Chief of the Workers' Bank Sachse, WAGEMANN, Minister of Economy and Dr. ILGNER formed part of this circle. The national economy department made a number of investigations, such as "Unemployment in Germany and its Cause", "At the Turning Point of the Trade Cycle", for this circle.

It must have been at that time that Dr. ILGNER formed certain economic conceptions, from which he later did not deviate one iota, and which he again and again tried to assert in all his speeches, negotiations and conferences;

The first principle was: The economic crisis can be overcome only by an international division of labor and by the promotion of foreign trade. And herein the individual nations must realize that not competition but cooperation increases foreign trade. "My neighbor's welfare is my welfare", was Dr. ILGNER's permanent motto in connection with this subject. Of this principle - which is now being adopted also by the British politicians - he tried to convince German industry and the reluctant salesmen and technicians of his own firm, ^{namely} that assistance in the industrialization of other countries does not damage foreign trade,

but develops it. From 1930 to 1933 the national economy department again and again conducted research of ILGNER's instructions, to obtain scientific proof, that the industrial countries among themselves, for instance Germany and Great Britain, or Great Britain and the U.S., are each other's best customers.

The second thesis was: The industrial countries had bought their own experience dearly, and this could be avoided in the development of the new industrial countries, if the older countries were willing to share their experience. If the latter would without prejudice help the former to avoid the mistakes they themselves had made, economic advantages of this co-operation would satisfy both sides. In his speeches at home and abroad, ILGNER persistently made propaganda for this idea, but found little sympathy, especially as the threat of war grew more definite all the time, the basic condition for the realization of these ideas being the upholding of peaceful relations in Europe and the world at large.

Dr. ILGNER's third thesis was: The growing national

consciousness of the individual countries rules out the former colonisation method which was to control the economic enterprises of an entire branch of economy through foreign capital. Consequently, if German capital and industrial experience were to play a part in the development of foreign enterprises, Germany would have to be content with minority shares. His policy in the South Eastern European states, where it was attempted to develop natural gas, Danube reed, etc., were based on this principle, but conflicted with the Reich's official policy and also with the demands of technicians and businessmen, who demanded suitable security by majority shares, if they surrendered patents and experience. In these persistent conflicts most of Dr. ILGNER's projects failed to materialize.

Nuernberg, 4 February 1948
signed: Dr. Anton REITHINGER
(Dr. Anton REITHINGER)

I herewith certify the authenticity of the above signature of Dr. Anton REITHINGER, Munich, Ismaningerstrasse 64/3, whose identity was established by me, Dr. Walter BACHEM,

Nuernberg, 4 February 1948
signed: Dr. Walter BACHEM
(Dr. Walter BACHEM)

A f f i d a v i t .

I, Professor Dr. Hermann GROSS, residing in Ratzeburg in Lauenburg, Schwerinstrasse 4 I, born on 23 January 1903, am aware that I render myself liable to punishment if I give a false affidavit. I hereby depose that my statement is true and was made to be submitted as evidence to the Military Tribunal in the Palace of Justice, Muernberg, Germany.

I joined the national economy department of I.G. Farbenindustrie Aktiengesellschaft, Berlin NW 7 on 1 November 1928 as a scientific specialist. From the end of March 1939 until the beginning of April 1945 I was in charge of the Vienna branch of the national economy department of I.G. Farbenindustrie Aktiengesellschaft. In this capacity I came to know Herr Dr. Max ILGNER more closely after he had recuperated from his grave illness in 1939. In addition I was also present at numerous discussions and negotiations, which Herr Dr. ILGNER conducted, beginning in 1940 with the leaders of economy of the South Eastern European countries. Frequently Herr Dr. ILGNER also talked to me, with the passion and emphasis that were his, of his opinion and plans regarding South Eastern Europe.

and of a close economic co-operation between Germany and South Eastern Europe.

His various speeches, some of which appeared also in print - especially the one delivered in Kiel in 1938 on "Export Promotion through Participation in World Industrialization" and his Vienna speech of 1940 on the same subject - show plainly that, even at the time of the currency and sales crisis in the South East (1931), Herr Dr. ILGNER's entire activity concerning the South East aimed at economic intensification in those countries. By providing the necessary production and transportation equipment, as well as suitable processes and exports, German industry was to make a decisive contribution. Dr. ILGNER calculated that, if the production potential of the South Eastern countries were developed by way of intensified agriculture and utilization of existing raw materials, combined with the creation of a basic industry, organically founded upon domestic raw materials and fuels - utilization of coal for textile fibres, natural gas, bauxites and other metal raw materials, the rich lumber resources and the hydraulic powers which are very considerable in some cases -, the purchasing power and living standard of those countries would be lifted, thus making them more valuable trade partners for Germany.

Thus it was ultimately in an effort to create export products for these countries which they could then export to Germany in compensation for increased German imports, that cultivation of soya beans was taken up in Roumania and Bulgaria. A number of other projects, such as the growing of castor oil plants and sunflowers, and the erection of a lard factory in Hungary, also followed from the same idea. The efforts of the Central European Economy Congress (Mittel-europaeischer Wirtschaftstag) to develop South Eastern European ore sources ran parallel with this work.

Almost until right up to the outbreak of war, the National Socialist Government paid scant attention to this whole line, though when the war had started, they tried to squeeze the utmost out of the South Eastern states. Responsible circles of German industry, on the other hand, whose self-appointed speakers were Herr Dr. ILGNER as chairman of the South Eastern Committee of the Reich Group Industry and the other leaders of the Central European Congress, held fast to the idea, that German industry should render long term productive assistance to the South Eastern Countries in the form of development and intensification of their economy. This occasioned negotiations on all possible kinds of projects in the Industry Committees, though they failed to produce any results worth mentioning

due to the evident lack of serious intention on the part of the competent government authorities, to co-operate properly in the realization of these projects.

Germany's inordinately high share in the export of the South Eastern countries and the disproportionate rise in South Eastern European export prices, plus war conditions, led to very considerable clearing debts to the South Eastern states^{being contracted} on the part of Germany. Herr Dr. ILGNER regarded it as one of the most urgent and foremost tasks of the South East Committee and also of the Experts' Committee on Industrial Financing Questions, to give priority to this problem of paying off the clearing debts. He worked out detailed suggestions, proposing among other things the participation of the South Eastern countries in German standard industry, transfer of idle factories in Germany to the South Eastern countries, insofar as raw materials were available in the countries concerned, conclusion of larger, economically sound industrial projects, which, though initiated in wartime, were in most cases not to be realized until after the war, and so forth. Although the Ministry of Economy apparently viewed these plans with approval, the ultimate comment of the competent German government authorities was sharp criticism and rejection, and it was in this connection that the phrase "Herr ILGNER's unworthy

sale of his country" was voiced.

In contrast to the imperialist attitude of National Socialist circles and German government agencies, Herr Dr. ILGNER consistently flung to the idea that German participation in the economy of a foreign country should never be effected in any other way than with the formal and actual preservation of national interests and sovereignty. Therefore, he continually stressed - both to German and foreign circles - that e.g. a German majority share in joint projects would be out of the question, and that, on the contrary, the foreign national groups would have to be at least entirely equal or even given preference in capital participation and management. For this reason he rejected all efforts aiming at an economic and military-political overpowering or looting of foreign countries.

Leading persons in the South Eastern European economy were apparently convinced that all of Herr Dr. ILGNER's plans and intentions, just as those of the Central European Economic Congress, were honest, reasonable and also economically right on a long term basis. However, they feared that these plans would ultimately be frustrated by the responsible National Socialist government circles, and

their countries' independence be threatened by German foreign policy.

Summarizing the above I can only say that Herr Dr. ILGNER's whole activity concerning the South East aimed at intensifying the economy of the South Eastern countries, their homogeneous industrialization, and a development of mutual economic relations satisfactory to all parties. In my opinion, this activity is particularly conclusive proof of his international economic efforts towards prosperous, though peaceful, co-operation of nations and countries enjoying the same rights.

Ratzburg i. Lbg., 16 January 1948

signed: Dr. Hermann GROSS

This is to certify the authenticity of above signature.

Ratzburg, 16 January 1948.

The Town Clerk
by order
signed: signature
Town Inspector

(fee stamp)

(seal)

Affidavit.

I, Dr. Hermann REINHARDT, Gronau (Westph.), 21 Parkstr., having first been warned that I render myself liable to punishment by giving a false affidavit, state and declare that my affidavit is true and is to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nurnberg, Germany.

I state the following on oath:

I became acquainted with Dr. ILGER in 1935 or 1936. At that time I was an official (Sachbearbeiter) in the foreign trade department of the Reich Ministry of Economy and dealt with economic relations between Germany and South East Europe. Later on I was in charge of this section and in 1944, after its conversion into a (sub-) department, I became Chief of this department.

In this my official capacity I became better acquainted with Dr. ILGER as the years went on, met him in many conferences and negotiations and also talked to him privately and confidentially. I therefore know his ideas on general economic questions/^{and} in particular on economic relations between Germany and South East Europe.

It was always clear from his statements and attitude that he

wanted all economic questions to be decided on the basis of equal rights and free development for all parties concerned, at the same time giving absolutely fair consideration to everybody's interests; furthermore, that he declined any influence of the Party on economic questions. With all the force of his personality and his capacity as an energetic merchant and outstanding economic expert, he accordingly, stood up for peaceful organization of German economic relations with the South East and faithfully and successfully helped the Reich Ministry of Economy in many cases when it was a question of supplying the South Eastern States with export goods, or of looking for ways and means to avoid too high a clearing balance, or helping to improve other countries' economy and establishing national industries, or averting other German agencies' claims on overwhelming German participation in such industries. It was possible for him to do so and he welcomed this possibility owing to his activity in various economic organizations, committees etc., for instance in the South Eastern committee of the Reich Group Industry and the German group of the German Roumanian expert committee for industrial and financial questions; and I was sure that he definitely made use of these possibilities in these circles. At any rate, wherever I was able to gain an insight, he always advocated by word and deed, just the reverse of an exploitation and spoliation policy.

Signed: Dr. Hermann REINHARDT

I hereby certify and attest that the signature overleaf is that of Dr. Hermann REINHARDT, former Ministerial Dirigent (Deputy Chief of a Division) in the Reich Ministry of Economy, at present Stadtdirektor (higher town official) at Gronau (Westph.), 21 Parkstr. who was identified by me, August Friedrich MEIER, attorney-at-law and Notary at Gronau.

Gronau (Westph.), 17 February 1948

Signed: August Friedrich MEIER
Notary

1 stamp

in the district of the Court of Appeal
of Hamm. No. 63 of the list of documents
year 1948

Bill of fees.

No. of the annual register

Value 1.000,— RM

Fee per. 144, 26, 39 2,— RM

Tax for documentary
authentication

Turnover tax -,06 RM

Total 2,06 RM

Notary:

Signed: August Friedrich MEIER

Affidavit.

I, Dr. Gustav SCHLOTTERER, born on 1 March 1906 at Bibersach-Riss (Wuertt.), at present at Nuernberg, know that I render myself liable to punishment by giving a false affidavit. I state on oath that my statement is true and was made to be submitted as evidence to the US Military Tribunal at Nuernberg.

Dr. ILGNER and the Reich Ministry of Economy, and particularly the undersigned, often held discussions on economic problems of South Eastern Europe. Dr. ILGNER was one of the leading personalities of the Mitteleuropaischen Wirtschaftstag (Central European Diet), an organization that tried to strengthen the economic relations between Germany and the Central European countries, particularly the agrarian States in the South East. He had a good reputation in the influential official and economic circles of these countries and was considered as a friend and helper who understood the situation in these countries and wanted to promote their economy. In dealing with the Reich Ministry of Economy and other official agencies, Dr. ILGNER repeatedly advocated the economic interests of the South Eastern States. He wanted Germany to help the South Eastern agrarian countries in the development, modernization and industrialization of their economy. He agreed that it was necessary to improve the purchasing power and the general living standard in the South Eastern countries.

DOCUMENT BOOK VIII ILGNER
ILGNER DOCUMENT No. 125

Dr. ILGNER suggested that German and South Eastern economic circles should co-operate on an equal basis and that the Germans should make Germany's technical experience accessible to their South Eastern partners.

Nuernberg, 22 January 1948

Signed: Dr. Gustav SCHLOTTERER

The above signature, executed before me, of Dr. Gustav SCHLOTTERER, Nuernberg, is attested and certified by me, Dr. Joachim LINGENBERG.

Signed: Dr. Joachim LINGENBERG

Affidavit.

I, Luben B. ZONEV, residing in Switzerland (21, Bourg-de Four-Sondvo), have been warned that I render myself liable to punishment by giving a false affidavit. I state on oath that my statement is true and is made to be submitted as evidence to the Military Tribunal at the Palace of Justice at Nuernberg.

In my capacity of Handelsrat (Commercial Counsellor) in the Royal Bulgarian Legation at Berlin (1935-1939) and later as Chief of the Directorate for foreign trade and delegate for commercial agreements in Bulgaria (1939-1943), I often had the opportunity of meeting Dr. Max ILGNER; I had known him and his family from former times. My connection with Dr. M. ILGNER was not only of an social nature; on the contrary I also met him privately among friends and could talk to him quite freely. Dr. ILGNER was one of those Germans whose attitude was definitely cosmopolitan and who definitely advocated friendly relations between Germany and the rest of the world. I had the impression that he considered the war as an absolute tragedy.

As long as I knew Dr. Max ILGNER, his economic activities were in the international field. His plans for the South East and particularly

for Bulgaria, which were well known to me, continued the program of economic co-operation which, as early as 1926, had been drawn up by the late Bulgarian Consul General in Berlin, Prof. Dr. Nikodem Caro whose assistant I had been for more than ten years.

It could, of course, be assumed that all Dr. Max ILGNER's initiative in this connection was also prompted by the desire to procure better foreign markets for the products of his concern. However, he endeavored to establish the normal prerequisites and in order to help intensify the economy of the States concerned, which was of course, definitely to the benefit of these States. At no time did I notice any tendency on the part of Dr. Max ILGNER towards unilateral and narrow-minded exploitation of the partner country.

During the war Dr. Max ILGNER honestly tried to maintain economic relations with European countries on a normal basis as far as possible. Dr. M. ILGNER opposed Ribbentrop's haughty policy in relation to these countries and deeply deplored it. On every occasion he tried - as far as he could - to be fair and to act in harmony with his ideas about equal mutual rights and honest international relations.

In 1943 Dr. Max ILGNER had drawn up the plan of an economic conference of the South Eastern States. He intended to obtain the participation of well-known businessmen

DOCUMENT BOOK VIII ILGNER
ILGNER DOCUMENT No. 126

from the countries concerned, at this conference. The conference was to take place at Prague in closest connection with the Mitteleuropaischen Wirtschaftstag (Central European Diet). Dr. Max ILGNER made persistent efforts to have his initiative approved by the Berlin Foreign Office, but he was unsuccessful. In the middle of the war Dr. ILGNER tried to adopt peaceful methods in his work in the economic sphere. He always advocated the economic co-operation of all peoples and on many occasions openly expressed his exasperation at the obstacles which he encountered owing to the official policy of the Third Reich.

Geneva, 21 January 1948.

Signed: Luben ZONEV

Official authentication.

I hereby certify the authenticity of the above signature, which was executed in my presence by Herr Luben ZONEV, born 1900, Bulgarian national, at Geneva, 21 Bourg-de-Four, identified by his driver's licence which was produced.

Zuerich, 3 February 1948

Notary's Office Zuerich (Altstadt)
(Old City)

Signed: Signature

Fee Fr. 2,-

No. 6991

1 seal, 1 stamp

A f f i d a v i t .

I, Thilo Freiherr von WILMERSKY, born on 3 March 1873, residing at Buchenau ueber Hersfeld (Hesse), have been cautioned that I render myself liable to punishment by giving a false affidavit. I declare on oath that my statement is true and was made to be submitted as evidence in Case 8 of the Military Tribunal, Palace of Justice, Nuernberg.

Regarding the characteristics and the meaning of the Mitteleuropasische Wirtschaftstag (MIT) (Central European Diet), I am able to make the following statements:

1. The MIT existed as from 1921/22. Its aim was the strengthening of trade between the Central European States. A large meeting was held annually, mostly in Vienna, during which speeches, partly of a high intellectual level, were made; and furthermore the idea was propagated in the newspapers. There was a German, Austrian and Hungarian Group of the MIT; president was the liberal-minded representative GUTHEIN, syndicus of the chamber of commerce in Breslau - and chairman of the Society for the Prevention of Anti-Semitism. The MIT was financed by contributions from industrial circles. The annual meetings were always well attended and enjoyed a high standing; a practical effect, however, could not be detected.
2. At the time of 1923/24, representatives of the Ruhr industries were thinking of strengthening the economic relations with South-Eastern Europe. Herr HERLE (Reichsverband der Industrie - National Association of Industry), Herr SCHLEMSER (Langnam Verein) and Herr SEGEWIER (Bergbaulicher Verein)

called on me and asked me to deal with this problem. It seemed that I was a suitable person for this purpose in view of my endeavors to mediate between industry and agriculture and in view of my Balkan travels.

Together with Dr. HAHN, an assistant of Herr SCHLEIER, whose cooperation I had requested, I found out that at that time no less than 14 organizations were dealing with the same problem and that they were all financed by the industry. We agreed to allocate these sums to one organization only and to do practical work with it. Our choice fell on the M.T. because a) it had an international standing, b) Herr GÖTHEIN welcomed our suggestion, c) it had an international character with groups in the various countries. On Herr GÖTHEIN's suggestion I was elected president of the German group, Dr. HAHN was elected secretary-general. GÖTHEIN became honorary president (I believe, in 1929 or at the beginning of 1930). (Dr. HAHN died in 1937; his successor was Dr. LIETRICH.)

3) The result of the work since 1930 is briefly the following:

- a) Agriculture: The raising of the South-East European agriculture was the main interest, since in the opinion of all experts it was able and suitable to cover Germany's shortage to a certain extent. Therefore introduction of the soya-bean cultivation. Foundation of the Soya A.G. in Budapest in cooperation with IG Farben; Herr ILGNER and Herr KRIEGER were particularly active in this regard. Extension of cultivation in Roumania from a few 100 ha to about 80 000 ha. In Bulgaria to about 25,000 ha, in Yugoslavia to 12-15 000 ha.

Furthermore of the cultivation of flax by the establishment of steeps.

Establishment of model villages after the German pattern in Bulgaria and Roumania.

Establishment of schools for the use of agricultural machines after the pattern of the Deula-Kraft at Koenigswusterhausen.

Establishment of very beautiful large installations at Sofia and Lukarest in cooperation with the respective Ministries of Agriculture. Selection of the pupils was the concern of the countries concerned. Teachers were provided

- or trained by us. Installations in Hungary and Croatia were far advanced, completion was prevented by the outbreak of hostilities.
- b) Mining: Examination of the occurrence of coal and ore by local geologists; depending on the result, efforts were made to interest German firms in their exploitation, whereby great value was attached to secure the participation of interested parties of the country concerned. Success with the Preussag which, together with private persons, Swiss and Yugoslavs, took over occurrences of antimony, Otto Wolff (lead, etc. occurrences in Bulgaria).
- c) Scholarships: Grants of scholarships to students of economics, agriculture, forestry and veterinary science from South-East European countries, took on large proportions. About 100 scholarships granted each year; own principal who took care of the pupils. Altogether about 1,000 former scholarship winners with whom contact was entertained. We thought of something like the Cite Etrangere of the University of Paris which received considerable support from Rockefeller. A hostel for students from the South East was established at the Mining College Leoben. All political influence was avoided, this leading to criticism by the NSLAP.
- d) Formation of Groups of the M/T in Roumania (ex-Premier GIGURTO), Bulgaria (E. GUMISLNIKOV, businessman), Hungary (Professor SURANYI), Belgrade (Professor RAYKIC), Vienna (Herr TILGNER, president of the Chamber of Commerce).
- e) Vienna University for World Commerce. Courses for South-Eastern students established and financed. Very good attendance necessitating extension of the building, financed by the M.T.
4. Members of the M.T: Combines of the heavy and electric industry, agricultural machine plants, big banks, I.G. Farben, Reemtsma and others, altogether about one hundred contributing member firms.
5. Information Service: For members, partly by individual reports, partly by current information. Extensive archives destroyed in air raid.
6. Business policy of the M.T: The M.T itself did not own any transactions and did not own any enterprise. Article 2 of the statutes of the M.T, which was organized as an association, run as follows:

"The Association aims at the promotion of economic relations between the economy of the German Reich and the economy of the countries of Central Europe."

Dr. ILGNER's economic policy for South Eastern Europe, was in line with the above policy of the M.T. Dr. ILGNER tried in particular to realize the following ideas:

- a. He was chief promoter of the soya bean project. The fact that the cultivation of the soya bean could be increased from practically nil to 50 000 ha in Roumania and to about 20 000 ha in Bulgaria - and this not in large enterprise but with the help of thousands of contracts concluded with farmers - is a model of farseeing economic policy the like to which I have not yet seen anywhere else among private enterprises. I often had to counter negative criticism of Dr. ILGNER's economic policy which maintained that his plans were utopian in character.
- b. In carrying out his industrialization plans in the South East, Dr. ILGNER never cared for acquiring a majority. To him it was only important that the management and, above all, the technical administration was in the hands of the best qualified people.
- c. Dr. ILGNER took special care not to hurt the national feeling of the South East country concerned. The foreign partners should regard the industrial projects as being those of their own country and should profit accordingly.
- d. Dr. ILGNER always kept in mind the payment of the German clearing debts. Together with his South East European business friends in Hungary, Roumania and Bulgaria, he always tried to find new practical ways of realizing this. Among other projects he suggested that factories which had to close down in Germany should be transferred to the South East, and should be run there with indigenous labor and raw materials. His endeavors were in sharp contrast to those of the official National Socialist authorities. All his plans for paying the clearing debt were turned down bluntly as impracticable and unworthy; the South East Committee of the Reich Group Industry, of which he was the chairman was shelved; and he himself was refused an exit permit to go to Hungary in the spring of 1914.

I must repeat that Dr. ILGNER's whole attitude in these questions was in conformity with the principle which from the beginning has been taken up by the management of the M.T and strictly carried out in the face of all criticisms and attacks. This principle may be described briefly as follows: voluntary,

equitable cooperation on a long term basis under the viewpoint "do ut des", above all in agricultural and mining questions, and a firm rejection of all political and imperialist ulterior motives of any kind. The M.T.'s and Dr. ILGNER's South East economic policy was anything else but exploitation and enslavement of other countries. It was, on the contrary, fair and magnanimous to its business partners in South Eastern Europe. If terms such as "Grossraum" (Greater space) were used in this connection it must be said that the idea of an economy for a large space (Grossraumwirtschaft* was not a new one and was not an invention of the Nazis. If this term was later brought into disrepute by the Nazi ideologists, it could not affect serious business men and economists. We of the M.T. never understood this conception to imply anything else, either in word or deed, but international cooperation on an equal basis and at the same time complete respect for the sovereignty of the countries concerned.

7. Relations to the NSDAP: Right from the beginning of 1933, the M.T. was disliked by the Party since I, as a president, as well as Dr. EISEN, were under suspicion. As a free and deliberately absolutely unpolitical organization, we did not fit into the general pattern of compulsion. All endeavors to force M.T. into this pattern could be combatted successfully; and as a consequence the tensions between the Party and the M.T. grew ever stronger. The confidence which the M.T. enjoyed in the M.T.-groups of the South-Eastern countries aroused envy and gave rise to exasperation. The ministers in Bukarest, Budapest and Sofia who during the last years had been appointed from the ranks of the SS, directly in Bukarest sabotaged the work of the M.T. The "minister" /v. KILLINGER said, "that schools for teaching the use of agricultural machinery. The Balkan/ rabble does not need that at all!"

The "minister" in Sofia had the referent of the M:T, who had for years been looking after the scholars expelled from Bulgaria, etc.

The assertion that the M:T had been a spy-organization is an absolute falsification of the facts. The same applies to the suggestion that it had made propaganda for the Nazis or that it had served, in one way or another, directly or indirectly, to prepare for the war. Apart from everything else, this is cogently proved by the treatment the M:T received from the NSDAP and its organizations, and the opinion in which it was held.

Duchenau, 16 February 1948

signed Thilo Freiherr v. WILMOWSKY.

I hereby certify and attest the above signature of Thilo Freiherr von WILMOWSKY, Duchenau ueber Hersfeld (Hesse) who has been identified by me, Dr. Joachim LINGENBERG.

Duchenau, 16 February 1948

signed Dr. Joachim LINGENBERG

A f f i d a v i t .

I, Thilo Freiherr von HILM-SAY, born on 3 March 1878, living at Buchenau uster Hersfeld (Hesse), know that I render myself liable to punishment by making a false affidavit. I heroby declare on oath that my statement is true and was made to be submitted as evidence in Case 6 to the Military Tribunal in the Palace of Justice, Nurnberg.

In 1935 the M.T - Mitteleuropaeische Wirtschaftstag (Central European List) had established a Germany-Foundation in order to afford students of economic sciences, of agriculture and of veterinary science, an opportunity of studying at German universities by the granting of scholarships. What we had in mind was the example of the Cite Universitaire in Paris. The complaints of leading firms on the scarcity of commercial successors induced us to create an additional foundation, the South-Eastern foundation, partly granting scholarships out to an even greater extent, financing courses at the College for World Commerce in Vienna, where young business-men from Germany as well as from South-Eastern Europe, were trained for their commercial activity in a more adequate manner than hitherto. The foundation chiefly provided funds for the expenses of lectures, of the teaching staff courses for foreign languages and possible journeys to the South-East.

The lectures, from the first, proved of great interest. The organization received its funds from a number of interested firms including, at the instance of Dr. ILGNER, also I.G. Farben-over industrie. In spite of initial indecision, he won/some of

his commercial colleagues in IG ^{project}, because he considered the whole, within the framework of an intensification of IG's friendly commercial contacts with the South Eastern States, as a far-reaching encouragement of the younger generation. IG provided 50,000 RM, and later, on Dr. ILGNER's request, repeated this gesture. Scholarships for the College of World Commerce were granted to sons of IG's important customers or those of influential business-connections in all South Eastern countries.

Dr. ILGNER's intervention in connection with the organization was primarily due to the sound commercial principle that in this manner an opportunity presented itself to his concern of putting business-friends in South-Eastern Europe under an obligation and, at the same time, training an efficient commercial younger generation. On the other hand, however, he also recognized in this operation a welcome means of encouraging, in prominent places, good understanding in the Central European area. Whoever might have looked for political motives here ^{for} or propaganda, would have been disappointed if he had assisted at one of the half-yearly examinations, to which M.T regularly sent its representatives. The usual subjects were dealt with: Foreign languages, commercial intercourse and trade-customs, economic structure and so on. Politics were tabooed. This also aimed at arousing the greatest possible understanding in these young businessmen within the limited Central European area, for the requirements of their neighboring countries.

Buchlau, 16 January 1946

signed Thilo Freiherr v. WILMERSKY

I testify and certify/^{the}above signature to be that of Thilo
Freiherr von HILK SKY, Buchenau ueber Hersfeld (Hesse)
who was identified by me, Dr. Joachim LINGENBERG.

Buchenau, 16 January 1943

signed Dr. Joachim LINGENBERG

EXCERPT FROM THE PROTOCOL OF THE COMMERCIAL COMMITTEE

(K.A. Protokoll) of 28 June 1943

Document NI-6293, Exhibit 818, volume 46, page 105.

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Page 6

.....

d) The coming commercial generation for the South East

The Mitteleuropäische Wirtschaftstag (Central European Diet) has granted scholarships for special courses over a period of 2 years for the purpose of training young businessmen from the South East at the College for World Commerce in Vienna. The K.A. has passed a resolution to contribute a total of RM 50,000 with the stipulation that 25 scholarships shall be granted to sons of IG's business-friends or of personalities closely connected with IG, above all with a view to possible successors in business.

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LECTURE

by Dr. Max ILGNER at the General Meeting of the Central European
Dist Meeting in Vienna on 2 September 1940.

Vice-President Dr. MAX ILGNER:

Germany and the intensification of economy in the South
Eastern European countries.

The principle forming the basis of today's statements
had already been put forward in a special lecture at the
beginning of last year. It read: "The responsibilities of
highly developed national economies in connection with the
evolution of agrarian and other countries producing raw materials."
During the elaboration of today's lecture, dealing in particular
with the countries of the South East, I was able to confirm
that the principles of the previous lecture delivered in times
of peace hold good even today. I may say that this statement is
of particular interest in proving that the present attitude in
connection with the countries of the South East has by no means
been brought about by the war, but merely represents the
logical continuation of our past policy towards the South East
in the sphere of political economy.

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Lebensraum (living space) = an area of reciprocal
economic supplementation.

In a survey of development possibilities in agricultural
countries and those producing raw products, various industrial
countries will naturally

start from different points of view, according to their policy with regard to the various agricultural and raw-material producing countries, or in proportion to the interest displayed by them with regard to the special problems of the individual countries. This interest will chiefly be dependent on the geographical position and the possibilities of supplementation afforded by these countries. Common factors in cultural evolution will naturally encourage mutual understanding for the ^{ir} mentality and for similar points of view.

In the same way as the Mediterranean basin is of particular significance for Italy, the countries of the Far East for Japan or those of the American continent for the United States, so the countries of the South East are of special importance to Germany within the framework of her all-European interests. But in the same way as, next to Germany, Italy too takes a special interest in the development of the South East, so the same applies to all the other, so-called "Lebensraume" in this world; they do not wish to limit their economic contacts to one country only, any more than a country like Germany can afford to disregard all other Lebensraume.

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with

These relations of Germany / the countries of the South East, with their reciprocal economic contacts so strongly intensified during the past few years, have above all given special prominence to the conception of living space - Lebensraum. I believe this example to be particularly apt in defining the conception of Lebensraum. Germany, together with the countries of the South East, forms a Lebensraum which with due consideration for Italy's interests, offers to all participating countries a far-reaching possibility of economic supplementation and which, provided all the countries are duly prepared to cooperate, is to a large extent capable of providing each part reciprocally with the most essential requirements.

People who are aware of the conditions of the South-Eastern countries and of the special interlacing of the German economy with these countries know that the term living space is not applied to an area in which Germany wished to settle or to live, but to one with which Germany wishes to live in community and to trade i.e. practically speaking, on a basis of mutual supplementation. Germany is of the same vital importance for the development of the South-Eastern countries as these countries are for the supply of German requirements, or in other words, the South-Eastern countries belong to Germany's living space in the same way as Germany belongs to the living space of these countries.

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Economic relations between Germany and the South-East
hitherto.

Although the state of economic relations between Germany and the South-Eastern countries hitherto can be described as quite satisfactory, yet it will certainly be possible, by virtue of the specially favorable geographical and economic-political position of Germany in relation to these countries, to develop this area into one of the most important economic regions, under the re-organization of European economy and in collaboration with all the countries concerned. Whilst for the Italian economy the conditions in regard to the South Eastern area are similar to those for Germany - as has been pointed out repeatedly - yet the present war has proved quite clearly that this is not true as far as England and France are concerned. These countries could not offer any important economic supplements to the South-East and thus no permanent development either. England and France had to limit their measures for the most part to granting loans, by which an increase of import was effected only for as long as supplementary funds were granted. As soon as the inevitable reaction took place

and interest could no longer be paid, or the loans could not be repaid and thus further supplies of capital were stopped, this artificial boom had come to an end. On the other hand, it can be stated that the attitude of Germany towards the South East has become stable ever since the importance of the countries of this region has been recognized, i.e. in fact as early as the turn of the century. For this reason the fear expressed occasionally in the South East that Germany might misuse its political predominance is not justified; after all, there cannot be any more favorable position for the countries of the South East than to be on terms of close friendship with that great power, which, by virtue of its strong purchasing power and its high position in economic and technical matters, is in a position to offer to these countries almost everything which is necessary for the intensification and higher development of economy, and particularly in the social sphere. Moreover it is naturally of considerable importance that such a cooperation should guarantee a peaceful development.

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Intensification of agriculture as the basis for further development in the future.

It is natural that the increase of purchasing power in the countries of the South East must begin in those branches of economy which are most profitable to the economy as a whole. All measures necessary for this can only be considered on a long-term basis. First of all the standard of living in the country itself must be raised to such an extent that the more primary requirements - which are always satisfied from sources in the country itself - can also be met in full. Only the new purchasing power created over and above this will be of importance for additional products which are to be imported. In order to achieve this object it is essential in the first place to intensify agriculture; furthermore

the development of the communications system, the improvement of the domestic sources of power, the increase of raw material production and subsequently the first processing of agricultural and mining raw materials, as well as the development of consumer-goods industries for general requirements are important. The development of the latter is especially important on account of the large surplus of population and the latent unemployment resulting from it; the very fact that relatively little capital and a great deal of manpower are required for the development of this branch of industry creates the possibility at the same time of utilizing the existing population surplus - at present unemployed or not fully employed - for the production-process without the present lack of capital forming a serious obstacle.

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The problem of the intensification of agriculture in the South-Eastern countries offers certain difficulties at first with regard to the increase of purchasing power of these countries, in that the exports of the South-East are derived mainly from the country whilst the imports are chiefly directed into the towns. Therefore the strengthening of the purchasing power of the farmer in the South-Eastern countries becomes twice as important. If we consider the South-East European agriculture from the greater German and even from the Continental-European viewpoint, the first fact which emerges is the necessity for an increase in the yield per hectare. A comparison with German figures shows that the yield per hectare of the South-East European countries averages about one half of the German yield per hectare. The effecting of an increase in the yield per hectare by intensified methods of cultivation based on better and increased use of machines, more widespread use of fertilizers and improved agricultural methods is one of the main tasks.

As most of you should know already and as is especially apparent from the statements made today by Herr von ILDOVSKY, the Central European Economic Congress with its various institutions has already achieved beneficial results in this very field during the past years, just as the Congress' cooperation in the cultivation of soybeans in Bulgaria, Yugoslavia and Roumania also forms part of the intensification of agriculture in these countries.

By intensifying the methods of cultivation a second very important object will be achieved at the same time i.e. the ^{complete} liberation of manpower at present only partly employed in agriculture for employment in other branches of industry. The employment in other branches of industry of workers thus freed is then a task of the intensification in other spheres in the course of the general development of economy.

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Further measures for the intensification of industry in the South-East.

Apart from the intensification of agriculture, it is important that better use should be made of the possibilities for producing raw material, both for export and for home consumption. In this connection I am not only thinking of an increase in the yield of raw materials in mining and their processing, as in particular mineral oils and non-ferrous metals, but more especially also of the raw material for the home industries, like wool, cotton, hides and skins. Naturally the measures taken in the agricultural sphere again have their effect in this case, as for instance the improvement of cattle breeding, and the cultivation of plants for industry; in this connection - as far as it is economically practicable within the entire scheme - the starting of synthetic production

is to be considered, such as for instance the production of cellulose from reeds.

In this field, too, the Central European Economic Congress has been leading for several years, especially in opening up the ore deposits of Yugoslavia and recently by sponsoring the drive of the "Votiroj" planned on a large scale for the improvement of sheep breeding in Bulgaria and the other countries in the South-East and thus, indirectly, the production of wool.

Another extremely important problem is the extension of the means of communication: apart from

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the improvement of the roads, one of the most urgent tasks is probably to change the main lines of the railroad to double track lines. But not only for the long distance trains but also for the local branch lines the improvement of the railroad lines of the individual countries seems to me to be of considerable importance. In addition to this, the improvement of the inland waterways, especially the regulation of the Danube in its middle course - the Iron Gates - is very pressing. In connection with the last named problem there also arises another one, the improvement of the existing water power, a task all the more important since the water power available at all in Continental Europe is relatively small. As regards the laying of a pipeline from Roumania to Germany the Central European Economic Congress has also performed valuable spade work. How far, in addition to this, it will be possible to build Autobahnen and to intensify communications by air, still has to be examined in detail.

As regards the development of the industries producing consumer goods, the textile industry should be named in the first place as one already well developed. Just in this connection the intensification of the cultivation of fibrous plants and the drive of the

Noting is of special importance.

Even if many of these measures, which are to be taken by the German economy, cannot have a directly favorable effect on Germany at the same time, there is no reason for the German partners in question not to participate in carrying out these measures. Undoubtedly it takes considerable generosity to work on such a long term basis, but, in my opinion, it would be a disastrous mistake to make use again at first of the more convenient sources of supply after the conclusion of war, when the direct and obvious advantage of a strong intensification of the productive capacity of the South-East is no longer as manifest as today. Do not let us forget the advantages resulting for the economic independence of Germany during the present war due to the special interest Germany took in the development of the South-East ten years ago, and especially the improvements in the economic relations between Germany and Southern Europe which came about during the past seven years. Such a development constitutes an obligation and in my opinion it should be the task of the German economy - gladly accepted from conviction - to support energetically our South Eastern neighbors in the economic development of their countries. For the countries of the South East, however, these considerations give the best guarantee that Germany - as I once expressed in a discussion with a Yugoslavian economist - will, in its own interest, have to act for prudence sake, as in fact it would like to act in any case towards the countries of the South-East, or, as I replied once to a question connected with this matter which was asked in the course of a discussion with a leading Hungarian, that it is in the interest of Germany that Hungary should grow as rich as possible as quickly as possible so that it can buy from us as much as possible and as soon as possible.

A f f i d a v i t .

I, Karl HLESSING, born 5 February 1900 at Enzweihingen/Wuerttemberg, temporary resident of Nuernberg, know that I render myself liable to punishment if I give a false affidavit. I declare on oath that my statement contains the full truth and was made to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

I am able to state the following about the Working Committee for Questions concerning Foreign Trade:

At the suggestion of the Department for Foreign Trade of the Reich Ministry of Economy a Working Committee for Questions concerning Foreign Trade was formed by the Reich Group Industry and Reich Group Trade, probably at the beginning of 1944. I myself was asked by Dr. ALLBRECHT, the chief of the section for foreign trade of the Reich Group Industry, to participate in the discussions of this committee, very likely because from August 1934 to June 1937 I had dealt with questions concerning foreign trade, when I was a colleague of Dr. Hjalmar SCHACHT at the Reich Ministry of Economy.

The Working Committee was to inform the Reich Ministry of Economy of the wishes of industry and, on the other hand, to assist the Reich Ministry of Economy with information and expert advice.

The discussions - which generally took place once a month - were in the main concerned with the question of the obstruction of the clearing with the South Eastern European countries because of the opposing price development in Germany and the South Eastern states. Whilst in Germany

an equal level of prices had been maintained by appointing a price commissar, signs of inflation appeared in the countries of South Eastern Europe which in business transactions with Germany naturally had a detrimental effect on the latter as far as prices were concerned.

Towards the end of 1944 Dr. HALLER, at that time state secretary of the Reich Ministry of Economy, confidentially asked the Working Committee to prepare monographs on the most important raw materials playing a role in export trade. These were to be made available to the German delegation when negotiating possible peace treaties. This committee's work was of no other practical importance.

Nuernberg, 3 December 1947

signed: Karl BLESSING

I hereby certify and attest the above to be the signature of Herr Karl BLESSING affixed before me, Dr. Joachim LINGENBERG.

Nuernberg, 3 December 1947

signed: Dr. Joachim LINGENBERG

SOUTH - EASTERN EUROPE. A POLITICAL AND ECONOMIC SURVEY.

Prepared by:

The Information Department of the Royal Institute
of International Affairs
in collaboration with

The London and Cambridge Economic Service, London 1939.

4. GERMANY'S TRADE EXPANSION IN SOUTH-EASTERN EUROPE.

(page 195)

Methods of German Trading:

The methods adopted by Germany to increase her trade with these countries have been subjected to adverse criticisms. She paid high prices for her goods and was prepared to take large quantities of most goods.

Balances in blocked marks accumulated to the credit of her suppliers, who had to buy German goods in order to get paid. Germany also followed her usual practice of granting long-term credit for the purchase of German machinery and other durable products.

(page 198)

A priori, Germany might have used her position as a leading buyer (working under State control, so that all prices paid and charged could be fixed as desired, transactions with each country being regarded in effect as a barter deal) to turn the terms of trade in her favor. She might have paid, say, 5 to 10 % above world prices (in the local currencies) and then charged, say 20 or 30 % above world prices for her goods (which the countries in question would have had to take in order to liquidate their clearing balances).

- 2 -

The various countries which were dependent on the sale of their products in Germany, might have been constrained to accept these terms of trade as a permanent arrangement under the threat that Germany would otherwise refuse to buy from them.

In fact, Germany did not up till March 1939 exploit her position as might have been expected. But, taking a broad view, Germany has on the whole so far charged competitive prices *) for her goods, quality for quality - in certain cases to an extent suggesting subsidized dumping - and has not much restricted the types of goods which she will sell.

It has been widely believed that Germany exploits the South-Eastern countries in the ways suggested. But an examination of import and export price indices for Hungary, Bulgaria, Roumania and Turkey tends to show that on balance the prices of imports as a whole have risen less than world prices of similar goods.

*) For some goods in which Germany has a monopoly, prices are relatively high, but for others, e.g. Leica cameras, the policy of the German firms has been to charge lower prices to South-Eastern Europe than to Western countries. Far too much has been made of German sales of aspirin, mouth-organs, etc; these are relatively unimportant.

It will be noted from the compilation that the import prices show no great rise (whereas the export prices rose considerably) since 1933-34, when Germany began her trade expansion in the South-East. It might be argued that German goods had risen in price whilst simultaneously the imports from other countries had fallen in price - the indices, of course, relate to total imports into the countries named. But in fact this was not so. The index of export prices of British manufactures as a whole was rising from 1934 onwards and at the close of 1937 was some 14 % above the 1934 level.

Mark clearing balance:

These price indices do not, of course, tell the whole story. On the one hand, they do now show the beneficial effects to South-Eastern Europe of a greater volume of trade; on the other hand, they do not show the losses suffered by these countries through accumulating clearing balances with Germany. These losses have been borne either by the exporters (directly, as in Yugoslavia, when they sold their clearing marks at a discount, or indirectly, through having to wait for their money), or by the Government or Central Bank, when these advanced the value of exports to local producers. Consequently the net export prices were somewhat lower than the indices show.

Nevertheless, the importance of the clearing balances with Germany can be exaggerated. To some extent it is natural for an agricultural country to accumulate a foreign balance when it exports its crops,

and to spend the balance over the following months. Moreover, the combined clearing balances of the five countries with Germany seldom exceeded RM 100, or at most RM 150 million - that is to say, about 10% of the total value of their exports. Turkey alone had a bigger mark balance at the close of 1936 than the whole of South-East Europe had: she liquidated it all in about a year, by restricting her exports to Germany,

In the course of liquidating their mark balances all these countries have purchased armaments from Germany. But they wanted to increase their armaments. As a rule they invited tenders and the German tenders were the lowest. The same applies to the steelworks constructed by German firms in Yugoslavia and Roumania and to the German deliveries of telephones etc.

It appears, therefore, that at any rate up till the spring of 1939, the South-Eastern countries ^{on balance} have gained, in a material sense and in the short run, by the increase in German purchases. Germany has helped to raise their export prices and to increase their national incomes, and she has not so far taken advantage of her bargaining position to turn the terms of trade in her favor, so that the "real" incomes of the South-Eastern countries have been raised.

5. THE TRADE POLICY OF THE SOUTH-EASTERN EUROPEAN
COUNTRIES

Methods of limiting foreign trade with Germany:

.....

Germany has sometimes resold certain South-Eastern European commodities - for example, maize and tobacco - in order to get free exchange (for example, from the Netherlands and Scandinavia). As Germany paid high prices, it seems probable, that these transactions did not injure the South-Eastern European countries.

On the other hand Germany supplied some of these countries with cotton and coffee as well as other commodities for which they would otherwise have had to pay free exchange.

On the whole, therefore, the States of South-Eastern Europe seem up to the present to have made fairly good bargains with Germany and, at the same time, as the diagrams show, to have succeeded in retaining their trade with free-exchange countries. The main drawbacks, apart from political considerations of great importance, are the check to more labor-intensive cultivation (with the minor exception of the soya-bean production promoted by I.G. Farben in Roumania and Bulgaria), the supervision (check) of industrialization (to judge by the terms of the recent German-Roumanian Trade Agreement) and the danger that Germany may exploit her position in the future.

6. BRITISH COMMERCIAL POLICY IN SOUTH-EASTERN EUROPE.

.....

While the five States of South-Eastern Europe took $1\frac{1}{2}\%$ of British exports each in the years 1929 and 1936, Great Britain bought $1\frac{1}{5}\%$ of their imports from them in 1936 as against $2/3\%$ in 1929. Thus Great Britain has been increasing her purchases from South-Eastern Europe. During recent years our purchases from all these countries, except Greece, have considerably exceeded her sales to them. It must be remembered, however, that British trade as a whole shows a large excess of imports.

In some lines, British exports have suffered from German competition in the markets of South-Eastern Europe. Nevertheless, on the whole Great Britain has maintained her sales fairly well.

As British exports to the five countries are only about $1\frac{1}{2}\%$ of total British exports, and as German exports to most other parts of the world have been falling recently, it may be thought advisable not to check the German trade expansion in this area.

A f f i d a v i t .

I, Thilo, Freiherr von WILMANSKI, born 3 March 1876, resident of Luchensau near Hersfeld (Hesse) am aware that I render myself liable to punishment by making a false affidavit. I hereby declare on oath that my statement is true and was made to be submitted as evidence in Case 6 to the Military Tribunal at the Palace of Justice Nuernberg.

Mr. NEUBACHER was well acquainted with the first manager of the Mitteleuropaeische Wirtschaftstag (M T) (Central European List) Dr. Max HAHN, who was known beyond any doubt to have been an opponent of National Socialism. When I first met NEUBACHER, he was manager of a Social Democrat Building Co-operative in Vienna. He lost this position for reasons I no longer recall. Dr. HAHN asked me to intervene on his behalf. I did this on the basis of his recommendation, because I was moved by his and his wife's distress and because his abilities in the economic sector had been praised to me. I was under the impression that he was particularly well informed on Italy and South-Eastern Europe. There was no question of any political motive, or else I would have absolutely refused to recommend him.

I approached the deputy of the then absent Dr. Max ILGNER, I believe it was Dr. KRUEGER, for the purpose of procuring a position for NEUBACHER with the I.G., whose generosity in promoting presently unemployed talent was known to me. I do not doubt that Dr. ILGNER, who later

approved the assignment - which had been effected by his deputy - of Mr. NEULACHER to his department, attached no particular importance to this assignment and considered NEULACHER merely a talented collaborator in the promotion of export. I no longer remember whether Ambassador GLORIUS of the Foreign Office approached me on NEULACHER's behalf at the time. My decision to recommend him to the IG was in any case motivated by the above stated reasons.

Duchanau, 16 January 1948

signed Thilo Frhr. V. WILM SAI

I hereby certify and attest the above signature of Thilo Freiherr von WILM SAI, Duchanau near Hersfeld (Hesse), who is known to me, Dr. Joachim LINGENBERG, to be that person.

Duchanau, 16 January 1948

signed Dr. Joachim LINGENBERG.

Wilhelm v. FLUEGGE

Rottach, 26 November 1947

I, Wilhelm von FLUEGGE, born 7 August 1887 in Duesseldorf, resident in Steinberghof, Post Schaftlach, have first been warned that I render myself liable to punishment by making a false affidavit.

I declare on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal No. 6 at the Palace of Justice, Nuernberg, Germany.

My personal particulars are known there, due to my having been examined as a voluntary witness in August and September 1947.

Herr NEUBACHER, whom I did not know previously or whose acquaintance I may possibly once have made superficially in a hotel lobby, was sent to me by the I.G. Farbenindustrie Berlin with the request to find an assignment for him. I do not remember exactly when that happened; but I recollect that it was shortly after his release from detention in Austria. Incidentally I was advised - or at least I gained the definite impression - that higher quarters had forced NEUBACHER on the I.G. Farbenindustrie to give assistance to them and to be employed by them; Berlin obviously being at a loss to know what to do with him.

As I myself did not know that, I at first advised NEUBACHER in view of his obviously serious sciatica, to go to Puyten for several months for a protracted course of medical treatment; he actually did so. After termination of the treatment, NEUBACHER re-appeared in Vienna and asked what was now to become

of him. In order to gain time and to come to some provisional arrangement, I suggested that he should work through the many volumes . . . I had just written about agricultural conditions in the South Eastern countries. NEUBACHER did so, spending a fairly long time on the study of these books. During a subsequent conversation, NEUBACHER expressed the wish to write a similar book on Persia and to be sent to Persia for this purpose, as he had studied Persian poetry for many years and had always dreamed of a stay in Persia. I, thereupon, frankly told him that so far as this desire was concerned, he would meet with my resistance, since I myself ardently wished to continue my work in Asia Minor - especially in Persia - after finishing my work on Turkey.

NEUBACHER's intention to go to Persia was all the more disagreeable to me, since I had heard that Berlin contemplated requesting me, after completion of my work on Turkey, to write on the agricultural structure of Tchechoslovakia, this being the only country among those in the near South East with which I had not yet dealt from that angle. But considering my personal situation, this country was too near to Germany and too much of a political hot bed. Therefore this commission would have been particularly unwelcome to me. In addition I was very anxious, for the same reason, to move away from Vienna since life in Vienna had become rather uncomfortable for me in view of the growing danger of the Anschluss.

I therefore saw Dr. K. KRUEGER in this matter, frankly explained to him my misgivings and reasons, and asked him to try to obtain an assignment in Asia-Minor for me - as a

natural continuation of my work on Turkey. At KRUEGER's suggestion I met him in Jerusalem on his return journey from Egypt, and together we made short trips to some of the countries concerned. At the same time we collected arguments to support my desire to examine the agricultural structure of these countries. On the strength of these arguments KRUEGER was then able to persuade Dr. ILGNER to approve of my suggestion. I can still remember distinctly how ILGNER, in passing me on the stairs of the I.G. Building, suddenly told me that I was to continue my work in Asia Minor. NEUBACHER, who happened to be within earshot, was evidently greatly shocked about this decision and asked ILGNER what he was to do now, whereupon ILGNER - as far as I remember - replied to him that he should now go to Czechoslovakia. I do not know whether NEUBACHER actually went there; the next I heard of him was when a newspaper report stated that he had become Mayor of Vienna after the Anschluss.

Perhaps I should add that NEUBACHER, having completed his study of my works on the South Eastern countries, was commissioned by Berlin to compile a report on a small chemical industry in Bukarest. I do not recall, which industry that was. But I do remember that I was once given NEUBACHER's report for comment; apparently Berlin thought that this report did not reach the usual standard expected and I think I shared this opinion.

signed: Wilhelm von FLUEGGE

I hereby certify the above signature to be that of Wilhelm
von FLUEGGE,

Rottach a.T., 27 November 1947

Parish of Rottach a.T.

by order

signed ZIRKEL

Verwaltungs-Oberinspektor

STAMP

Parish of Rottach

NATIONALSOZIALISTISCHE DEUTSCHE ARBEITERPARTEI

Headquarters of the Auslands-Organisation

Bank account: Berliner Stadt-
bank, Branch II, Berlin W 9,
Linkstr. 7-8. Transfer account:
No. 2400 for Nationalsozial-
istische Deutsche Arbeiterpartei,
Auslands-Organisation
Telephones: Main line number
B 2 (Lutzow) 7941

Postal address: Berlin W 35,
Post office box 50
Address registered mail,
insured mail etc. to:
E. W. BOHLE, Berlin W 35,
Tiergartenstr. 4
Wires: Elhob, Berlin

Ref. Foreign Trade Office
Book No. 79693 Schw/Kr

Berlin W 35
Tiergartenstrasse 4

(handwritten:) answered 4 May 1937
(handwritten:) confidential!

Your reference:
Subject: Generaldirektor NEUBACHER.

Please quote reference and department
when replying,

To
Direktor Dr. Hans KUGLER,
c/o I.G. Farbenindustrie
Frankfurt/Main
Gruenelurgplatz

Sir,

With reference to our recent conversation, I
enclose some confidential particulars for your information.
I leave it to you to decide whether - in view of this
information - you or your firm wish to support NEUBACHER's
candidature.

Heil Hitler!

signed signature

STAMP:
Nat. Soz. Deutsche
Arbeiterpartei
AC-Headquarters
Enclosure

Copy

Strictly confidential!

Not for publication.

Who is Director NEUBACHER?

The National Socialists' organization in Austria was deeply shaken as a result of the events of 25 July 1934; and this was again seized upon by some people as an opportunity to fish in troubled waters. So far, agricultural engineer FEINTHALER had to a certain extent managed to keep the organization together. It was the "German Club" on the one hand and the appearance of Dr. Walter RIEHL on the other, which made it possible of late for a certain person to push himself forward into the limelight as a leader, although his past would appear to disqualify him altogether for such a position. We mean the former Generaldirektor of the Gosila, who bases his efforts to play the part of a leader in Austria on the support allegedly promised to him by Berlin.

Now, who and what is this Generaldirektor NEUBACHER? Upon his return from the war - he is said to have been a very able officer - he succeeded, through his father-in-law Dr. LOESCHNIGG (Christian Socialist) in being commissioned with the liquidation of the Blumau and Woellersdorf plants. N. managed to hush up the various scandalous incidents which occurred in these plants, and to earn large sums in the course of this liquidation. Whilst on the one hand he allowed the Christian Socialists to support him, he succeeded on the other hand - through Hofret STERN, a Jew - in establishing very good connections with the Social Democrats, in particular with the former financial magnate of the city of Vienna, President BREITNER. It was the latter who had afterwards procured for him the position of Generaldirektor in the Gosila. This enterprise was originally managed on a communal basis and

was subsequently transformed into a joint stock company. It was of course necessary for NEUBACHER to join the Social Democrats. As a Social Democrat he entertained very close connections with Seitz and Stedret (town councillor) SPEISER and he was also liaison officer to the Russian Communist Party. The Social Democratic Party or the city administration of Vienna sent him to Moscow and his lectures in Moscow were even announced by means of posters. It is said that he was in fact also a member of the Russian Communist Party. NEUBACHER also had political ambitions. He founded the German-Austrian People's League in Austria and was appointed President of this People's League by Austerlitz. The conference preceding this appointment, which took place in a Vienna coffee house, was attended by the Jew Austerlitz and another Jew. The German-Austrian People's League could only be of significance in Austria so long as the Austrian German People's League in Berlin flourished. It is public knowledge that NEUBACHER engaged LOEBE, the former President of the Socialdemocratic Party of Germany, to act as official speaker on the occasion of a large Anschluss meeting in Vienna. The German-Austrian People's League in Vienna was the meeting place of all Social Democrats pretending to Nationalism. When the Social Democrats star began to sink in Germany, NEUBACHER tried to swing his league to the right; however, this earned him the distrust of the Austrian Social Democrats. NEUBACHER also tried to enrol his league as a member of the association of German nationalist societies, but the latter's headquarters refused admission in view of the league's past. When the position of the Social Democrats in Austria became weak, NEUBACHER for the first time tried to curry favor with the rising National Socialist Party in Austria. After talks with HABICHT and FRAUENFELD, he succeeded, though not a Party member, in obtaining

an assignment in the Gau Vienna political economy department of the NSDAP. When the Party was banned, NEUBACHER managed to gain favor in Dollfuss circles. Bundeskanzler Dollfuss and Minister of Commerce, Stockinger, were frequently invited to the Generaldirektor's home, and when his wife gave birth to a daughter, named Monika, Dollfuss acted as god father. After Dollfuss' death this relationship cooled off again. At present NEUBACHER is again spending much time in Nationalist circles, and tells everybody who listens to him that Berlin intends him for the position of Landesleiter of the National Socialists in Austria. However, he does not intend to stop there, and aspires to a higher position in the Berlin Ministry of Economy, which, he alleges, Dr. SCHACHT promised him. But in order to make sure of the required reception in Berlin, he is now trying to make himself unpopular in higher Austrian circles, so as to incur arrest and thus be able to play the role of a martyr. It may possibly be considered as characteristic of the methods adopted by Generaldirektor NEUBACHER, in order to attain his objective, that he launched a rumor in "Deutsche Klub" circles, that Engineer REINTHALER had placed himself at his disposal, a story which the latter strongly denies. Quite recently NEUBACHER has also been trying to establish contact with the recluse Dr. Walter REHL.

DOCUMENT BOOK VIII ILGNER

CERTIFICATE OF TRANSLATION

11 March 1948

We, M.E. MASON, ANNETTE JACOBSON, H. STERNFELD, PETER SIESEL,
MIRICA BELLAJUD, AMALIA WIBZER and ELLI KENNETT, hereby certify that
we are duly appointed translators for the English and German
languages and that the above is a true and correct translation
of the Document Book VIII Ilgner.

pages I: I + VII
29 - 34

M.E. MASON
ETC No. 8178

" 1 - 10

ANNETTE JACOBSON
ETC No. 20148

" 15 - 22

H. STERNFELD
ETC No. 35128

" 23 - 28

PETER SIESEL
ETC No. 30254

" 35 - 42

MIRICA BELLAJUD
ETC No. 20148

" 43 - 50

AMALIA WIBZER
ETC No. 25967

" 51 - 58

ELLI KENNETT
ETC No. 16673

" EN "

Case 6
Defense

TRIBUNAL VI

CASE 6

DOCUMENT BOOK IX

for

Dr. Max ILGNER

submitted by
the defense counsel

Dr. HERBERT NATH
Attorney-at-law

Tung



Index of Document Book IX
for Dr. Max ILGNER

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134		<p>Affidavit Guenther SCHILLER "prokurist" of I.G. Farben, member of the "Verwaltungsrat "Anilinchemie" Vienna from 1936-1938. Witness was sent to Vienna in 1936 to assist Wilhelm ROTH of I.G. Farben, Berlin Nr. 7 as ROTH'S position was made more and more difficult by the official German measures against the Jewish representatives of German firms abroad. Up to 1938 I.G. Farben was able to evade carrying out the order to dismiss its Jewish representatives. As a consequence, after the "Anschluss" of Austria National Socialist commissars were installed in the Austrian firms of the I.G. Farben and that the I.G. Farben "could not compensate" its Jewish employees any longer according to the I.G. Farben tradition". The idea of the acquisition of the Skoda-Werke Wetzlar shares had been repeatedly suggested to the I.G. Farben. Relations of the I.G. Farben with the General-Direktor of the Skoda-Werke Wetzlar were extremely friendly. POLLAK and ROTH were the ones who were most important advocates of participation of the I.G. Farben in the SW. Negotiations were already in a very advanced state at the time of the "Anschluss" which can be seen from the fact that in agreement with the SW and the "Creditanstalt" the chief of the central-accounting office of the I.G. Farben - DENCKER - worked out a report (of condition) of the SW. Before the "Anschluss" the Austrian government was against German participation in Austrian industry and this was the cause of Herr POLLAK'S doubts about the sale of the whole of the shares through the Creditanstalt expressed in his letter to Dr. BAHL, I.G. Farben (NI-7388, Exhibit 1060, Document Book 52, Engl. p. 30, German p.38). After the Anschluss, witness took over the management of the SW, in agreement with JOHANN from the Creditanstalt and POLLAK.</p>	1

135		Affidavit of Walter R. FELSBERGER, from April 1938 State Commissioner in Austrian private enterprise, who states that the difficulties which the Creditanstalt might have had after the Anschluss can have been only of a very temporary nature and had no lasting effect on the institute. Also as a member of the "Aufsichtsrat" of the Creditanstalt witness is able to verify this statement. The Creditanstalt, up to that time a holding-bank was, upon the expressed desire of the superior State authorities to become a big commercial bank, and was therefore supposed to gradually get rid of all industrial participations. The Vorstand, including Herr JOHANN, had no objections to this."	6
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Gottineau 1		Another affidavit of Walter R. FELSBERGER in which he discusses in detail each of the statements made by Herr JOHANN in his affidavit (Doc. XI-10998, Exh. 1067, Doc. 52, engl. p. 44, German p. 66). The witness never heard JOHANN complaining about any pressure being exerted upon the Creditanstalt in the S.W. transaction, "but he heard such complaints from JOHANN about participations which were handed over to the Reichswerke." There would certainly not have been exerted any pressure on behalf of the I.G. Farben because it was not recognized as an National-Socialist concern. Witness is convinced that the financial conditions attached to the sale of the S.W. shares were not unfavorable for the Creditanstalt. "If that would have been the case JOHANN or another one of the members of the Vorstand of the Creditanstalt would have told us later on, considering the excellent understanding which existed between us - I was for a long time a member of the Aufsichtsrat in the executive committee - not compulsory but on special request of the Vorstand. I never heard a single complaint about it."	10
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- Gatti-
neanu 2 Affidavit of Paul DEMCKER, chief of the central accounting office of the I.G. Farben who testifies that at the beginning of 1936 and in March 1938 (before the Anschluss), he carried out a balance sheet audit on the Skoda Wetzlar works on behalf of the I.G. Farben and upon agreement with the Creditanstalt. Witness calls the price of 180%, which was agreed upon for the S.W. shares, a high one, he claims to have designated it even then as an unnecessarily great concession. 15
- 136 Affidavit Dr. Ernst H. ILGER, Wolfsberg in Austria, former member of the Vorstand of the Donau-Chemie A.G., Vienna. It was obvious for Dr. ILGER that the Donau-Chemie A.G. as the successor of the S.W. A.G., in the first place, to serve Austrian interests. He, therefore, advocated the idea that "the I.G. Farben was only to keep approximately 45% of the shares of the Donau Chemie A.G., whereas approximately 55% were to be listed on the stock-exchange of the south-eastern states after the construction of the plants had been terminated." Dr. ILGER attached special importance to having the Donau-Chemie not get in a sense beneficiary to Austria. The Four-Year-Plan did not come in either in the foundation or in the planning of the development of the Donau Chemie A.G. Dr. ILGER and his colleagues in the I.G. Farben allowed themselves to be guided in "all their activities in Austria as well as in the south-eastern countries exclusively and solely by fair economic and commercial viewpoints." 20
- 137 Letter from Dr. PISTOR, Bitterfeld, member of the Vorstand of the I.G. Farben to I.G. Farben, Ludwigshafen, of 11 November 1927. In October 1927 Geheimrat SCHMITZ was visited by Herr POLLAK of the S.W. on which occasion Herr POLLAK recommended extensive support of the S.W." 24
- 138 Dr. PISTOR's report of 26 November 1927 on the inspection of the Leosbierbaum-plant of the Skoda-Wetzlar-Werke. 26

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- 139 Report of Dr. KUEHL, Leverkusen, of 29 November 1927 about the inspection of the Hoechstwerk-plant of SWW jointly carried out by him and Dr. PISTOR. 29
- 140 Letters from I.G. Farben of 12 December 1935 to Herr WEBER-PERLE and Herr HEBLIGER about the SWW. According to a communication from Kommerzialrat ROTH, Vienna, the Lussig-Selvey group is at present trying to exert an influence on the SWW. "As participation in industries does not come within its sphere of activities, the Creditanstalt will try to dispose of this block of shares. "The disadvantages which might develop for I.G. Farben from a participation of the Lussig organization in the SWW are described in detail. "The friendly collaboration between Dynamit NOBIS and SWW too might be disturbed by a participation of Lussig in the SWW." It is suggested to acquire a right of preemption on the acquisition of the SWW shares by the I.G. Farben. 31
- 141 File No. 1, I.G. Farben Berlin No. 7 of 10 January 1936, concerning a conference about the SWW in which Kommerzialrat ROTH, Vienna, participated. It is stated that a transfer of the SWW to the Lussig group would mean a severe threat to the I.G. Farben-position in Austria. Kommerzialrat ROTH is authorized, in agreement with General Director PHILIP of the Oesterreichische Creditanstalt, and under special conditions, to make an offer of up to RM 3,000,000 (86% of the stock of the SWW). 37
- 142 Letters from HEBLIGER of 30 January 1936 to Dr. KUEHL and Dr. PISTOR about SWW. The Creditanstalt had the intention of eventually unloading the block of shares of the SWW "because plants like the SWW do not fit in its sphere." Kommerzialrat ROTH carries on further negotiations based on the conference of 10 January 1936 in Vienna, hoping

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142 (cont'd.)	for a possible free option for the I.G. Farben on the SWW shares from the Creditanstalt, if it participates in the nitrogen project in Austria.	40
143	Letter from Dr. PISTOR of 10 February 1936 to HAEFLIGER. Dr. PISTOR welcomes the interest shown for the SWW and suggests another inspection.	44
144	Letter from Dr. KUBHNE of 6 March 1936 to Zentraleldirektor POLLAK of SWW. Dr. KUBHNE hopes that Herr ROTH will succeed in bringing about a satisfactory solution of the SWW question.	46
145	Letter from Herr POLLAK of SWW of 9 March 1936 to Dr. KUBHNE.	47
146	Report of Dr. KUEHL of 13 March 1936 on the inspection of the Moosbierbaum and Liesing plants of the SWW, carried out by himself, Dr. BUERGIN and Kommerzialrat ROTH and conducted by Herr POLLAK.	48
147	Letter of 13 May 1936 from Moos von SEILLER, director of the Anilinwerke, Vienna (I.G. Farben-agency) to the Central finance-administration in Berlin. Herr von ENGLL, Generaldirektor of the Oesterreichische Creditanstalt-Viener Bankverein.....told me that he does not intend to discuss the SWW question with anybody for the time being, but that in principle he is prepared to sell half of or all the shares (75%) in his possession to the Anilinwerke."	57
148	Letter from Director MOSS von SEILLER of 26 February 1937 to I.G. Farben, Frankfurt. He explains in detail the thoughts expressed by Herr POLLAK of the SWW for reorganization of the chemical industry in Austria. POLLAK says that he and Generaldirektor JOHNE of the Creditanstalt	

- are prepared to give their consent to the sale of SWM-shares "if, by doing so, there will be a common and uniform production and sales-program set up and carried out by the I.G. Farben industry A.G. and the Austrian Dynamit Nobel A.G. and the powder factory Skoda Werke Tetschlar A.G." 61
- 2 2 Minutes of a conference held at SWM on 29 May 1937 between POLLAK and ENGLENDER and members of the SWM and I.G. Farben. Once more POLLAK sketches his plans for the reorganization of the chemical industry in Austria. Conditions within the chemical industry are termed "regrettable and unhealthy". Members of the I.G. Farben welcome POLLAK's suggestions and are themselves suggesting as the first step to be taken the participation of the "SWM" and Austrian "Dynamit Nobel" in "Anilin-chemie." POLLAK stresses the fact that the Creditanstalt has been informed of his plans and that in conjunction with the nitrogen-project the idea of the purchase of the majority of the SWM-shares by Anilinchemie could be put into effect. 66
- 3 3 Note about a conference on 22 September 1937 between POLLAK and I.G. Farben members. POLLAK mentions in connection with his plans for the chemical industry of Austria, that he as well as Generaldirektor PHILIP would soon reach the age-limit and would therefore have to retire but that "new blood was missing. He could, therefore, do no better than hand over his inheritance to the I.G. Farben. The present political situation did not allow any longer a sale of the shares, about which he had originally thought, one would therefore have to take the more complicated road of a merger." 70

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149	Letter of 28 March 1938 from the B&K., I. G. Farben, Berlin, No. 7 to Dr. KULHNE. The note of 18 March 1938 attached to this letter proves that, before the Anschluss, for political reasons, the Austrian government was not prepared to grant permission for a majority shareholding of the I.G. Farben in the S.W.	74
150	Excerpt from Herr DECKER's report about a balance-sheet audit of the S.W. for the year 1936/37 carried out by him on 9 and 10 March 1938. On order of POLLAK and EUG-LENDER of the S.W. the balance sheet of the S.W. was as fully explained as that issued two years previously.	77
159	Excerpt from the trade-journal Westdeutsche Wirtschaftszeitung, license No. 42 of Mil. Gov. of 18 December 1947, according to which the Donau-Chemie A.G., Vienna, with its plants in Malsbierbrunn and Liesing are put under soviet control as "German property in Austria".	80
157	Ordinance of 20 May 1938 about the introduction of the Wuernberg criminal laws in Austria. Reich Law Gazette part I, pages 593 ff year 1938	83

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- 160 Affidavit Dr. Anton REITHINGER. When in summer 1941, before the beginning of the war with Russia, the question arose of the possibility of Russia entering the war, Dr. ILGNER was so badly informed that he thought that Russia would enter the war on the side of Germany against the Western powers. 85
- 161 Affidavit Hanns GIERLICH, in which he discusses prosecution document NI-1334, Exh. 1176, Document book 63, English p.45, German p.40. The order mentioned in this document as given by Dr. ILGNER with reference to Russian industrialists was probably prompted by the Reich-Ministry of Economy. These suggestions were never worked out and presented to Dr. ILGNER, let alone to outside offices. "Nor did Dr. ILGNER ever mention the matter again, as happened fairly frequently if suggestions in hand were not prompted by immediate commercial needs." 87
- 162 Affidavit of Emil de HANS, who also discusses the above mentioned prosecution document NI-1334. He confirms that he has never, during the whole period of his activity in the Russland-Referat, the Wipo and later on in the Ostverbindungsstelle heard of such suggestions. He was also unable to find any such drafts among the files. "I deem it completely out of the question that the order mentioned in the submitted minutes of the postdiscussion meetings has ever been carried out, otherwise the Ost-Verbindungsstelle would under all circumstances have dealt with it." 89

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163		Affidavit Dr. Villibald PASSARGE. The Chemie-Ost GmbH had been set up as a mere consulting office. It acted in its advisory capacity only in a very few cases of decidedly secondary importance. "The Chemie-Ost in no way ever acted either as a Trustee Company (Management or construction of a chemical plant in Russia) or requested permission for such activity."	92
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All documents contained in this document book
are herewith certified to be true and verbatim copies
of those documents which were submitted to the tribunal.

Nuernberg, 3 March 1948

07

Dr. HERBERT MATH
Attorney-at-Law

I, Guenther SCHILLER, Weinhelm a.d.B., born on 24 April 1904 in Leipzig am aware of the fact that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

At the beginning of 1929 I entered the Department Nitrogen for Technical Purposes of the I.G. Farbenindustrie Aktiengesellschaft in Berlin. In fall of the same year Herr Dr. ILGNER transferred me to the plant I.G. Berlin NW 7 which was managed by him. From the end of 1929 to the beginning of 1936 I was employed as Office Chief of the Committee for Commercial Question K.A. Buero, as Chief of Secretariat II and as personal assistant of Dr. ILGNER. In 1934 I was made a Prokurist.

At the beginning of 1936 I was asked by Herr Wilhelm ROTH whether I would like to come to Vienna and work under him with the Anilin-Chemie. The position of Herr ROTH, who was a Jew, had at that time become difficult. The German authorities demanded more and more pronouncedly that the Reich German companies should not any longer employ Jews in their foreign agencies and especially not in leading positions.

On the suggestion of Dr. KRUEGER, who within the I.G. Berlin NW 7 had specialized among others on Austria and Southeast-Europe, Dr. ILGNER consented to my being sent to Vienna back up Herr ROTH, who was the manager of the Anilin-Chemie in Vienna. In these years Dr. ILGNER - according to my recollections he was not in Austria from 1933 to May 1938 - himself did not take much interest in Austria and Southeast Europe.

Before my departure to Vienna I visited the Office KEPLER which instigated the demand that all Jewish employees were to be fired. I declared that I was commissioned to check on the spot whether and in how far the wishes of the Office KEPLER could be regarded. The internal order of the I.G., however, was to the purport that the discharge of non-aryans was to be prevented as far as possible or at least to be postponed.

After a first short instruction trip to Austria during which Herr ROTH presented me to several companies he was arrested in Budapest so that I moved over to Vienna in a hurry and became a member of the Anilin-Chemie's Verwaltungsrat. My further duties were to represent Herr ROTH in his functions as Zofl confidentialagent for Austria, Czechoslovakia, Hungary Roumania, and Yugoslavia and to continue Herr ROTH's discussions on several current industrial projects. This comprised mainly the discussion concerning the acquisition of a participation in the Skoda-Wetzler Werke A.G., Vienna.

Until the Anschluss (March 1938) not a single non-Aryan in the I.G. organization in Austria or the Balkans was discharged, with the exception of Herr ROTH, who in 1937 in mutual agreement with the I.G. Farben did not return to his position after he had been released from arrest in Budapest. Towards the/remonstrances of the Office KEPLER we ^{repeated} again and again brought forth the argument that we could not discharge non-Aryans without endangering our current business in Austria and in the Balkans. As a result of special pressure exerted by the Office KEPLER an Austrian National Socialist, Herr Karl Otto SCHILLER, ^{was} the only one who was employed. But the leading position requested, was not granted him by the I.G. Farben. The consequence of these delaying tactics of I.G. Farben was:

1. That a few weeks after the Anschluss which had not been expected by us two National Socialist commissars were appointed to the Anilin-Chemie and to the other firms of the I.G. Farben Konzern in Austria (one of them was the above mentioned Karl Otto SCHILLER).
2. That after the Anschluss, because of the then valid official decrees, we were no longer able to compensate the non-Aryan employees in such a manner as was the usage of the I. G. Farben.

Already years before my transfer to Vienna the idea of the purchase of the Skoda-Werke Wetzler had again and again been suggested to the I.G. Farben by Herr ROTH. The I.G. Farben took no great interest in this transaction as it was but a small, not too profitable plant compared with the capacities of I.G. Farben. The relations of I.G. Farben to the Generaldirektor of the Skoda-Werke Wetzler, Herr POLLACK, were also very friendly. Herr POLLACK repeatedly expressed the opinion to me that he wanted to hand over his inheritance - meaning the SW - to I.G. Farben. Within I.G. Farben eventually Herr ROTH's constantly repeated opinion that the majority which was held by the Creditanstalt could some day be handed over to some foreign group, e.g. the Aussiger Verein, became predominant. Besides in this respect great importance was also attached to the possibility that the successor of the aging Herr POLLACK would adopt a different attitude towards the I.G.

As far as I can remember the negotiations were given a new stimulus by Herr ROTH's temporary presence in Vienna after he had been released from arrest in 1937. The visit of Herr WEBER-ANDREAE and Dr. BUHL in Vienna was also connected herewith. How far the purchase negotiations had proceeded can be best seen from the fact that I.G. Farben in agreement with the Skoda-Werke Wetzler and the Creditanstalt sent Herr DENCKER, the chief of its Central accounting Office,

to Vienna, where, based on an exact insight into the commercial conditions of the plant given to him, he submitted a status report of the enterprise as data for its valuation. But the negotiations were rendered difficult by the domestic state of affairs in Austria. I remember that the Austrian government, which was recruited from the circles of the anti-German "FatherlandFront" opposed German influence in Austrian industry - and that would have been the result of I.G. Farben's participation in the S.W. .

Before I made this affidavit, Prosecution Dock. EXH. 1060, NI 7368, a letter of Herr POLLACK to Herr Dr. BUHL, dated 5 January 1938, was shown to me. The remark in the first sentence in the third paragraph has called back to my memory, that the objections to the sale of the total stock of the S.W. held by the Creditanstalt were ultimately based on the above mentioned political conception of the incumbent Austrian government. The difficulties arising from this situation brought about that at the time of the Anschluss the purchase negotiations were still not completed, but that they were not far from their favorable conclusion. This can already be seen from the fact that Herr DECKER at this time was still busy with his investigations in Vienna.

Immediately after the Anschluss Herr Generaldirektor POLLACK phoned me and asked me to take over his position as manager of the S.W. according to our negotiations during the last years. With the consent of the responsible men of I. G. Farben I fulfilled his wishes after first on instruction of I.G. Farben, having obtained the consent of Herr Generaldirektor JOHLM of the Creditanstalt Vienna.

Nuernberg, 31 October 1947

signed: Guenther SCHILLER

The above signature of Herr GUENTHER SCHILLER,
Weinheim a.d.B., Freudenbergstrasse 40, affi-
xed before me today is heroby certified and
attested by me.

Nuernberg, 31 October 1947

signed: Dr. MATH
attorney-at-law.

AFFIDAVIT.

I, Walter RAFELSBERGER, at present Nuernberg, Palace of Justice, born on 4 August 1899 in Vienna, am aware of the fact that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

About one month after the Anschluss of Austria to the German Reich, i.e. in the second half of April 1938 I became a state commissar in the Austrian private industry. My duty was to see to it that industry could with the least interference fulfil its tasks in the spirit of the new government. To my duties especially belonged the appointments to the leading positions in industry, and also certain cases the granting of exceptional permissions to the "Decree concerning the Limitation to Great Industrial Enterprises and plants in Austria" of 19 March 1938.

In the first weeks after the Anschluss the Oesterreichische Creditanstalt Vienna like most other enterprises in Austria might have met with certain difficulties.

These difficulties can only have been of a temporary nature and at all events had no consequences for the company. On the one hand I owe my information to my activity as a state commissar and on the other hand to my membership in the Aufsichtsrat of the Creditanstalt into which I was elected towards the end of 1938 or in the beginning of 1939.

Although Herr JOHANN was no longer Generaldirektor of the Creditanstalt after the Anschluss, he remained a Vorstand member with equal rights until 1945; with the exception of a short activity of Dr. FISCHBOECK the Creditanstalt had no Generaldirektor or chairman of the Vorstand, but only a Vorstand speaker in the person of Herr Director BUZZI during that period. Within the Vorstand Herr JOHANN always held an independent position commensurate with his especial abilities as a businessman.

Although Herr JOHANN was again and again attacked by circles of the Creditanstalt's employees and by the SD these attacks were not injurious to his person or to his position because I shielded him against them.

The Creditanstalt possessed extensive participations in industry and had more the character of a holding bank than that of a commercial bank. It was the aim of State Industry Control to

develop the Creditanstalt into a large commercial bank for the Southeast. The Vorstand, including Herr JOHANN, had no objection to this plan, but quite comprehensibly clung to the industrial participations as far as possible. To a certain extent I supported this policy because as far as possible I only was in favor of a sale of the Creditanstalt's industrial participations at a period of time when capital would have accrued to a sufficient extent in Austria.

I neither know whether in the case of I.G. Farben's purchase of the Skoda-Wetzlar shares pressure was brought to bear on the Creditanstalt nor have I reason to assume this. Also during my activity as Aufsichtsrat of the Creditanstalt I at least heard no such complaint of the Creditanstalt's Vorstand. Fundamentally no objections of the State Industry Control in Austria existed as to the purchase of plants on the scale planned by I.G. Farben, as on the contrary a corresponding extension of these plants could thereby be expected. That I.G. Farben was not considered as a National Socialist enterprise is shown by the fact that state commissars were appointed to the Austrian plants of I.G. Farben.

Referring to Herr JOHANN's statement, that

in the sale he was obliged to accept German paper currency instead of Austrian gold currency, it must be said, that at that time Herr JOHLM certainly did not value the Mark less than the Schilling. A loss on the part of the Creditanstalt in the purchase price must have finally appeared in the balance accounts somehow; besides the Vorstand would have unquestionably given air to its complaints to me during my later activity in the Creditanstalt's Aufsichtsrat, which did not occur.

Nuernberg, 5 November 1947

signed: WALTER RAFELSBERGER

The above signature of Herr Walter RAFELSBERGER, Nuernberg, Police of Justice, affixed before me today is hereby certified and attested by me.

Nuernberg, 5 November 1947

signed: Dr. Walter B. CHEM
(Assistant Counsel).

AFFIDAVIT.

I, Walter R. FELSBERGER, Dipl. Ing., chemist, born on 4 August 1899 in Vienna, at present court prison Nuernberg, have been duly warned that I shall make myself liable to punishment if I give a false affidavit. I declare under oath that my statement is true and was made to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice Nuernberg, Germany.

The affidavit of Dr. Josef JOHANN, Doc. No. NI-10998 Prosecution Exhibit No. 1067, Doc. Book 52, English text p. 44, was presented to me. Supplementing my statements in the affidavit for the defendant Dr. ILGER in the I.G. Farben trial, I can testify as follows:

1.) To the remark on page 2 of the original: "We had no reason whatsoever to exchange the real value which this represented, including the reserves, against Austrian schillings, which would then have been kept more or less out of circulation";

This describes the situation prior to 1938. The Creditanstalt was actually more a holding bank, carried on only a limited domestic bank business, and had relatively few foreign interests. Following 1938

this situation of the Creditanstalt changed considerably. It was supposed to become the biggest commercial bank of Vienna for the South-East. The Vorstand of the Creditanstalt completely agreed to this plan, and Dr. JOHANN in particular had an extensive and successful activity in the South-East in the following years. Difficulties with regard to investments of capital were encountered after 1938 on a much smaller scale than before, and at that time the Creditanstalt also held reserves of sufficient proportions.

(page 2 of original)

- 2.) To the remark: "Following Germany's annexation of Austria in March 1938, an entirely new situation arose for the enterprise for this reason that its fate was no more decided by the will of the proprietor but by the will of the state-controlled economic management. The enterprises and their owners, thus also the Creditanstalt, were no more free to make decisions in this respect but bound by orders and recommendations given by economic advisers of the Party and the government.":

Even after 1938, the fate of the enterprise was decided not by the government alone but also by the Vorstand of the Creditanstalt, which mostly endorsed the plans recommended by government and Party advisers, with whom it had very good relations, so that these advisers either changed or abandoned their plans in agreement with the Vorstand. I was one of these advisers, another one was FISCHBECK.

- 3.) To the remark: (Page 3 of the original) "After lapse of almost 10 years I can no longer recall in detail how particularly in the case of Skoda-Wetzler a pressure was brought to bear upon the Creditanstalt in order to break its opposition.":

In view of the importance of the Skoda-Wetzler shares, stressed by JOHANN, he would certainly be able to recall after 10 years if any pressure had been exerted. Thus he was able to remember facts pertaining to the case of the "Continental Shipping". I do not remember anything to that effect either. Neither did I hear any complaints of this, but on the other hand complaints from JOHANN because participations were ceded to the Reichswerke. It is possible that GERRING exerted pressure with respect to the Reichswerke, but certainly not with respect to the I.G. Farben. This was not regarded as a National Socialist enterprise. Neither was any such pressure exerted by me as former State Commissioner in private industry.

(page 3 of original)

- 4.) To the remark (Page 3 of original): "Increasing the Vorstand of the bank Dr. Rudolf PFEIFFER, who had up till then held a modest position, was appointed a member due to his Party affiliations, and he immediately took over the negotiations concerning Skoda-Wetzler and finally concluded the sale." Dr. PFEIFFER did certainly not get this position without the vote of the Vorstand, in which Dr. JOHANN also took part. That would have been completely impossible as inconsistent with the organization of the Creditanstalt. Dr. PFEIFFER never held any strong position in the Vorstand, he was considered to be a very unimportant person who had got into the Vorstand at the wish of the factory staff.
- 5.) To the remark (Page 4 of original): "That our factual disinclination towards parting with this valuable majority had even increased is self-evident. How we had to accept not even our own gold-backed money, Austrian schillings, but German Reichsmarks, a paper currency. But under the prevailing circumstances the will of the Austrian Creditanstalt was eliminated." Dr. JOHANN as an extremely experienced banking expert certainly knows that under the conditions of those times the difference between German Reichsmarks and Austrian schillings could not be expressed as being that between paper currency and gold currency. Certainly, he also knew that at that time could do much more with the German "paper mark" than with the Austrian "gold schilling". For this reason practical business considerations prompting an opposing attitude towards selling of the stock did certainly not increase. Probably at that time these considerations were less marked than before even as far as JOHANN is concerned. Here he views events of 1938 from the aspect of 1945.

(page 4 of original)

6.) To the remark (page 4 of original): "The Creditanstalt did not succeed in realizing its wishes when the participation had to be ceded about 6 months later, so that the Creditanstalt maintained that this transaction had been detrimental also to its material interests, and for this reason filed the claim for nullification and restitution with the Ministry for Securing of Property and Economic Planning, immediately following the liberation of Austria.":

I do not know the conditions connected with the sale of the Skoda-Wetzlar stock. But I am convinced that they were not unfavorable. JOHLM or other members of the Vorstand of the Creditanstalt would certainly have told me so later, in view of the confidential relationship prevailing between us - I was for a long time a member of the Aufsichtsrat in the Executive Committee without any coercion, but rather at the wish of the Vorstand. I never heard any such complaint. In conclusion I may be allowed yet to point out in connection with the coercion alleged in JOHLM's affidavit that it would hardly have been possible to exert any pressure without my knowledge. But this did not take place. The I.G. Farben could not themselves exert any pressure without our knowing it. Nothing to this effect reached our ears either. Neither is it further known to me that any pressure whatsoever by political economic or Party means was exerted in the sale of the Skoda-Wetzlar stock by any other office.

I have carefully read through this affidavit consisting of four pages and signed it with my own hand, have made and initialed the necessary corrections.

Document Book IX ILGNER
Document No. 1 *Gattineau*

(page 5 of original)

I hereby declare under oath that the facts stated by me in this affidavit are the full truth to the best of my knowledge and belief.

Nuernberg, 27 January 1948

(signed) Walter R. FELSBERGER.

The foregoing signature of Herr Walter R. FELSBERGER is hereby certified by me, Dr. Helmut DUERR, assistant to the defense counsel for the defendant Gattineau.

Nuernberg, 27 January 1948.

(signed) Dr. Helmut DUERR

AFFIDAVIT.

I, Paul Heinrich DENCKER, born on 14 October 1890, of evangelical faith, merchant, residing at Arenberg i.Ts., Gustavstrasse 16, have been duly warned that I make myself liable to punishment if I give a false affidavit. I declare under oath that my statement is true and was made to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice, Kuerberg, Germany.

- 1) As an operational center the sale of chemicals in Austria and the countries of South-Eastern Europe the I.G. Farbenindustrie Aktiengesellschaft used the Anilinchemie A.G. in Vienna, in which the I.G. Farben was a predominant partner. Co-partner and director of the Anilinchemie was Kommerzialrat Wilhelm ROTH in Vienna, who had business and personal connections with the powder plant Skoda Werke Wetzler A.G. and, in my opinion in agreement with the Vorstand of this combine, tried to establish joint financial connections between the company and the I.G. Farben, because a promotion of the technical and industrial development of the Austrian chemical industry was expected as the result thereof. To the best of my recollection from pertinent documents, the Austrian Creditanstalt in 1935 had a 35% participation in the powder plant Skoda Werke Wetzler A.G., and at the end of the year through invoking the right of option it had increased this participation up to 48%.
- 2) In order to make it possible to give an evaluation of the financial situation of the powder plant Skoda Werke Wetzler A.G. its Vorstand at the beginning of 1936 obtained permission from the Austrian Creditanstalt to let me, as authorized agent of the I.G. Farben, and at that time chief of the central accounting office, familiarize myself with the economic conditions through an

(page 2 of original)

auditing of accounts. For this purpose I went to Vienna in April 1935 and there discussed the accounts of the powder plant Skoda Werke Wetzler A.G. until 31 December 1935, as they were presented to me, with Zentralkontrolldirektor POLLAK and ENGLENDER, as well as those of the chemical plant WAGHELMANN, SEYDL, & Co., which was 100 % owned by the Skoda Werke. In a quite frank and obliging way all requested information was furnished by the two directors and the chief accountant. I reported the result in my auditing accounts, in which I described the financial situation of the two companies as sound.

- 3) The negotiations concerning a capital connection with the I.G. Farben went on during the following time and led the planning of a merger by all participants of the two companies in Austria. As in December 1937 in an internal discussion of the I.G. Farben I was asked how highly I would estimate the stock of the powder plant Skoda Werke Wetzler when such a plan was to be implemented, I mentioned an estimate of 150 %. In order to examine whether this estimate was still justified, it was agreed that I should once more meet Zentralkontrolldirektor POLLAK in Vienna for discussion of the accounts. This meeting took place in March 1938, and on this occasion all requested information was supplied with the same readiness as before and the accounts for 1936 and 1937 were presented with the necessary explanations. I prepared auditing reports also on these accounts. When I had completed them in Vienna I was surprised by the arrival of German troops in Austria.

(page 3 of original)

- 4) Through the annexation of Austria the economic possibilities of the chemical industry of the country were entirely re-modeled, so that the development observed in the past was no longer a suitable standard by which to judge correctly the value of the stock of the powder factory Skoda Werke Kitzbühel A.G. In order to obtain a new basis for an estimate and to ascertain at least the value of capital investments of the enterprise, the Deutsche Revisions und Treuhand-Aktiengesellschaft (German Auditing and Trusteeship Company) was commissioned in March or April 1938 by the Austrian Creditanstalt to prepare an expert opinion. In this a stock-taking value of 210 % was ascertained for the stock of the powder plant Skoda Werke Kitzbühel A.G. This calculation I described as wrong, because past revenues resulting from special agreements had been capitalized, although it could no longer be expected that these revenues would continue after the imminent transfer of the agreements from the Austrian Federal Government to the German Reich Government. The auditing company was therefore requested to state once more their opinion on the question of valuation, and this they did in a report dated 7 July 1938. In this report it was explained that in the stock-taking calculation the prospects of the future profitability of the enterprise had been left out of consideration, that the results of the past would probably have made it possible to pay an adequate interest on a sales price of approximately 200 %, but that on the other hand the co-ordination of prices with conditions in Reich German territory would cause a considerable decline of profits, at least for the duration of a shorter or longer transition period, there was even every reason to expect production losses in the beginning. The estimate of risks and chances here to be considered, as it says at the end of the report, must therefore be left to the interested parties.

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- 5) I am convinced that the stock quotation of 180 % finally granted to the Austrian Creditanstalt by the representative of the I.G. Farben represents the medium between my first appraisal of 150 % and the quotation of 210 % computed by the trusteeship company in the valuation audit. If in the evaluation audit of the capitalization to which I rightly objected, one had disregarded the revenues no longer to be expected then a rate, of between 160 and 170 % would have been the result. Therefore, I in private discussions criticized the rate of 180 %, which was finally approved, as too high, calling it too general concession. It is also a fact that for stocks acquired from other owners rates were generally fixed on a lower level. I tried to improve the situation for the I.G. Farben through entries designed to secure tax reductions, when the stock value of the powder plant Skoda Werke Letzler A.G. was reduced through the cession of the participation in the explosives plant Blauen A.G., demanded by the army ordnance department (Heereswaffenamt). However, I did not succeed in this, because the authorities did not follow my way of computation. It was not until the Reichsmerk transposition of the balances of the Austrian companies that it became possible to draw taxation advantages from the applicable rules of valuation through fixation of high original stock.
- 6) I did not take part in the negotiations with the Austrian Creditanstalt. But my discussions with Zentraldirektor POLLAK every time left the impression with me that he was very anxious to secure the amalgamation of the companies under his management with the I.G. Farbenindustrie Aktiengesellschaft, and that in this process he only tried to avoid coming under the control of Generaldirektor PHILIPP, who was chief of other companies in Austria and countries of South-Eastern Europe belonging to the sphere of interest of the I.G. Farben.

(page 5 of original)

I interpreted his wish to establish an affiliation with the I.G. Farben through his hope that this would bring about a participation in the development of the chemical industry of the world, and create greater willingness to invest capital in the modernization of his plants than he could expect under the control of a bank.

I have carefully read through each of the three pages of this sworn statement and signed them with my own hand, and I hereby declare under oath that in this statement I have told the full truth to the best of my knowledge and belief.

Leverkusen-Bayerwerk, 10 February 1948.

(signed) Paul Heinrich
DENCKER

Signed before me by Herr Paul Heinrich DENCKER as the person who has given the foregoing affidavit.

(signed) Dr. Hugo SCHRAMM
Attorney-at-Law and Defense Counsel,

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A F F I D A V I T

I, Dr. Ernst Heckhofer, residing in Wolfsberg, Carinthia, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nürnberg, Germany.

In order to make my statement clear, I must explain as follows: When in March of 1938 the Federal state of Austria was incorporated into the German Reich, only the beginning of a large-scale chemical industry in the manner of the type of large industrial states to be found in the west were present. One of the best managed Austrian enterprises was the Carbid-Werke Deutsch-Matrei A.G. with the Continental Company for Applied Electricity which it controlled, and which belonged to the Konzern of the I.G. Farben via the Dynamit-Nobel A.G. Pressburg. It is understandable considering the extraordinary business prescience of the I.G. Farben Vorstand, that the attempt was made to secure still other enterprises suitable for the manufacturing program of I.G. Farben, such as the powder factory Skoda-Werke - Wetzlar A.G. After laborious negotiations and by paying a very high price under those conditions for the economically poorly endowed munitions factory Skodawerke-Wetzlar A.G. I.G. Farben succeeded in acquiring the shares of this enterprise from the Creditanstalt-Wiener Bankverein A.G. and these negotiations were carried out on a purely private economic basis in a friendly manner, without the application of any sort of pressure. With the Carbidwerke Deutsch-Matrei A.G. and the powder factory, which were about equal in their importance, I.G. Farben thus controlled approximately 20-25% of the chemical industry of Austria.

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In the work of construction which now began and in the merger and/or amalgamation of the two companies in a new company, the Donauchemie A.G. in which I co-operated I met Herr Dr. Ilgner for the first time in the middle of May, 1938 in Vienna, and from the very first I genuinely admired the tactful way in which he fully respected the Austrian peculiarity and mentality. From the very beginning it was due to Dr. Ilgner that by his energetic attitude and by his exhaustive negotiations the commissariat imposed upon the Viennese enterprises of I.G. Farben by the political offices of the Party was again revoked. For him it was a matter of course that the new enterprise was first and foremost supposed to serve Austrian interests. On the other hand, it was a testimony to Ilgner's generous attitude that he wanted to see the Donauchemie A.G. incorporated into the economy of the southeast area in addition to that, which can be seen from the fact that he was the constant champion of the idea that I.G. Farben should retain only approximately 45% of the shares of Donauchemie A.G. while approximately 55% should be introduced on the stock-exchanges of the Southeast countries after completion of the expansion of the plants. That he was moved by this attitude to exert all his influence toward expanding the Donauchemie A.G. and to enlist the help of the I.G. Farben plants for this expansion, I know from the numerous discussions which I attended.

If it was now on the one hand his goal to build up a domestic large-scale chemical industry in Austria, on the other hand he laid special stress on the fact that this should be managed in the Austrian manner and should be in keeping with the peculiarities of the country. It was thus in accordance with this policy that Ilgner rejected the management of the enterprise on the part of Germany proper and saw to it that it was firmly established in Vienna. Along the same lines is the assumption of contact with all leading circles of the Austrian economy and also the appointment of Austrian people as members of the Aufsichtsrat and Vorstand.

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This attitude becomes especially clear by the appointment of the Austrian Excellenz Richard Riedl as chairman of the Aufsichtsrat of the company, which was primarily the work of Ilgner. He was bound to Exc. Riedl by genuine friendship and admiration: therefore, he did everything to see that his views with regard to Austrian interests within I.G.Farben were accepted. On the other hand I often had the opportunity of hearing from Riedl himself words of the most open esteem of Ilgner's character. It was therefore no accident, and it was in accordance with Exc. Riedl's concept, that Ilgner was chosen his successor as chairman of the Aufsichtsrat of Donauchemie A.G. and moreover became to a certain extent his spiritual heir in economic problems abroad of Austria and Southeast Europe. This appointment of Ilgner was also thoroughly in accordance with the attitude of the I.G.Farben Vorstand which had already agreed to it because financial questions of Donauchemie A.G. were at that time in the foreground and Ilgner was the best man for their solution.

In conclusion, I state that I.G.Farben as a whole, but especially Dr. Ilgner and Dr. Kühne, pursued a policy of creating a genuinely domestic Austrian chemical industry in the creation of Donauchemie A.G.

Not only the initial large-scale expansion of the plants but also the plan originating with Ilgner of creating a research laboratory which should handle problems of Donauchemie and of the Southeast, prove this claim. In this connection, the plans for development were drawn up completely independently of the Four Year Plan the carrying out of which was not taken into consideration either in the founding or in planning the expansion of Donauchemie. I likewise state that Dr. Ilgner, as well as his colleagues in I.G.Farben, who devoted themselves especially to the Austrian and Southeast problems of the I.G.Farben business, let themselves be guided solely and exclusively by fair economic and business considerations in all their actions in Austria as well as in the Southeast countries

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and in these considerations the interests of Austria
and the Southeast countries received the same regard
as the Reich German interests of I.G.Farben.
Wolfsberg, 27 January 1948.

(signed) Dr. Ernst Heckhofer

Doc. Reg. Z125/1948

I hereby certify that the signature of Herr Doctor
Ernst Heckhofer, estate owner in Wolfsberg, Carinthia
to be found on the above statement, is genuine.
Wolfsberg, on the twenty-seventh of January, One-
thousand nine hundred and forty-eight.

Fee and Turnover Tax 7.60 S Stamp 2 S

(signed) Dr. Gerhard Novak
Notary public

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I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

B I T T E R F E L D

Bitterfeld 11 November 1927

I.G.Farbenindustrie Aktiengesellschaft

D i r e c t o r a t e

Ludwigshafen /Rhein

Strictly c o n f i d e n t i a l :

I have received your letter of the 7th of this month and I beg to inform you with reference to the discussion with Herr Director Seebohm that I have contacted Herr Dr. K u h n e in the Skoda-Wetzler matter. The time intended for our trip for the inspection of the plants of the Dynamit-Nobel-Konzern in Austria and Jugoslavia is already extremely limited, so that we believe that it is not possible to visit the plants of Skoda-Wetzler especially if we do not arrive in Vienna until the 16th of November. Besides this, I am to take part in a session of the Aufsichtsrat of the Vereinigte Aluminium Werke A.G. in Berlin on the 25th of November.

During the meetings in Frankfurt I also heard that Herr Geheimrat Dr. S c h m i t z had a visit from Herr P o l l a k of Skoda-Wetzler a month ago, upon which occasion Herr P o l l a k recommended an extensive support of Skoda-Wetzler. If we now make an inspection of the plants.

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I.G.Farbenindustrie
Aktiengesellschaft
B i t t e r f e l d

page 2 of letter of 11 November 27

we believe that perhaps too radical inferences may be drawn by Skoda-Wetzler from this visit.

We will speak with Herr Kommerzialrat R o t h in Vienna and inform him to that effect. It would perhaps be best if we once again discussed the question with Herr R o t h upon this occasion, as to whether it would be correct for us to pay the leading men of Skoda-Wetzler, in this case Herr P o l l a k , a visit and to discuss matters with him generally. We would then see whether it is suitable for us to inspect one or another of the plants of Skoda-Wetzler.

I hope that you are in agreement with this and would be grateful to you if, in the event that you are in accordance with my views, you would inform Herr Kommerzialrat R o t h to that effect. If nevertheless for special reasons you would be in favor of inspecting the plants of Skoda-Wetzler in any case, I would be very grateful to you for an immediate notification to Bitterfeld.

Sincerely
Fr./Schb. (signed) Dr. Pistor

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Inspection in the period of 15 to 23 November 1927

Powder factory Skodawerke Wetzler A.G. in Vienna, plants
at Moosbierbaum-Heiligeneich near Tulln.

Lower - Austria.

At the request of the gentlemen in charge of business matters, the factories belonging to the powder factory Skoda-Wetzler in Moosbierbaum were inspected. Here, too, an old powder plant was made useful for the production of heavy chemicals, and we gained a thoroughly good technical impression of the arrangements. The company also has a small plant at its disposal for the production of heavy chemicals in the Chemische Fabrik Wagemann, Seybal & Co. A.G. in Liesing near Vienna.

We do not think we are able to advocate the closer association with I.G. Farben suggested by Herr Director Pollak. The costs of production under the conditions existing in Austria are such that the factory is able to exist only by virtue of the high import tariffs.

In Moosbierbaum, which we visited accompanied by Herrand Englishmen, we saw the following plants:

1. Hydrochloric sulphate. Production: 5,000 kg. sulphate daily, Leverkusener furnace.
2. Sodium sulphide. Small plant, set up by Zahn.

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3. Chrome alum. Production, approx. 70-100 tons per month. Sale through Ludwigshafen.

Raw material: Ferrous chrome 75% with 6% iron. The material is ground, dissolved by sulphuric acid, the iron sulphate removed, and the chrome alum in the 42-45°. Be strong lye put into lead-lined boxes for crystallization. After 3 weeks 3,000 kg. of non-ferrous chrome alum is required per box.

4. Invert saltpeter.

In a large bay formerly used for munitions, the production of invert saltpeter is being undertaken: the sodium nitrate for this purpose is supplied by Ludwigshafen.

In an adjoining bay, aluminium sulphate is being produced from clay imported from Giulini with our own sulphuric acid: mutual arrangements with Giulini.

In addition there is manufacturing of crystalline soda.

5. Sulphuric acid.

In rooms newly erected there is a large sulphuric acid plant with 2 chambers, altogether 10,000 cubic meters of space, which has a daily production of 100 tons of chamber acid at a production cost of RM 4.40 without amortization.

6. Besides the sulphuric acid plant there is likewise a newly erected fertilizer factory for 20 tons P_2O_5 = 120 tons super phosphate per day. Here the cost for a kilo P_2O_5 is 56 - 57 Groschen = 35 Pfennig. The gentlemen believe they have an advantage in this factory by utilization of the cheaper night-labor.

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7. For the rest, there is still a relatively large but badly arranged manufacturing process for the production of starch from potatoes. The profit here depends essentially upon the good quality and seasonal price of the potatoes.

Herr Follak is entertaining the idea of setting up a large sugar factory.

Additional products, e. g. Potassium ferrocyanide and ammonium sulphate, are produced by the Chemische Fabrik Wagenmann, Seybel & Co. A.G. which belongs to Skoda-Wetzler, the Lüssing plant near Vienna.

Besides this, Skoda-Wetzler own an explosives plant in Blumau, near Vienna, where approximately 60% of the explosives used in Austria is produced, while the rest is supplied by Dynamit A.G. Nobel.

The resin-synthetic resin factory likewise belonging to Skoda-Wetzler was not inspected: according to the gentlemen's statements, it was of no importance.

Herr Philipp, with whom we spoke about the possibility of a closer connection with Skoda-Wetzler, also showed no interest in such an arrangement.

Bitterfeld, 26 November 1927

I.G. FARBENINDUSTRIE
AKTIENGESELLSCHAFT

LEVERKUSEN, 29 November 1927

Leverkusen near Cologne/Rhine

Dr. Ke/Rl.

Inspection visit to the Skoda Werke Wetzlar A.G.

Moosbierbaum Factory.

Ludwigshafen and Griesheim requested that this visit should take place, as we and the Skoda-Wetzlar company were already negotiating sales agreements, and because we wanted to examine whether a closer association with the Skoda-Plants would be advisable.

The Moosbierbaum Factory, which covers a large area because their extensive manufacturing workshops for explosives have also been closed down, attempts, like all the other factories producing explosives, to continue its operations by expanding the remaining manufacturing program, and by producing new articles.

The plants and workshops which we visited impressed us being in very good condition; it appears, however, that their equipment is rather costly considering their negligible production program, and that their sales only guarantee a comperable returns because of the currently effective tariff system in Austria.

They have the following equipment; one single sulphate furnace, one single sodium sulphite furnace, one installation for potash-nitrate production by a conversion process from cooking salt

and sodium nitrite, a sodium-crystal factory for manufacturing crystal sodium from sodium calcines, and a factory for producing sulphuric acetate, as well as the production of ammonium chlorides and of Glauber salt.

We inspected a very well equipped superphosphate plant and a sulphuric acid chamber-installation with a chamber capacity of 10.000 cubic meters, as well as a chrome alum plant, which has an annual production potential of approximately 340 tons of chrome alum from ferrochrome and sulphuric acid. Furthermore, we saw a potato-starch plant on which we cannot give a valid account, because we are not specialized sufficiently in this field, which however appeared to be in very good condition. Factory manager is Zentraldirektor POLLAK; Dr. NEURATH, chairman of the Aufsichtsrat, is the president of the credit institute which has a considerable participation in this company.

.....

Director E. WEBER-ANDREAE, Frankfurt/Main
Director P. HAEFLIGER, Frankfurt/Main
Director R. HANSER, Berlin.

12 December 1935

Skodawerke-Wetzlar A.G. Powder Factory, Vienna.

Ever since 1927 the I.G. Farben have been contemplating the acquisition of a quantity of Skoda-Wetzlar shares, especially then when there were signs that the combine might be taken over by foreign interests. At no time was the consideration of expanding and consolidating the I.G. position in Austria and its neighboring countries the predominant factor for a possible property transfer. Even now, this policy has not been fundamentally changed.

According to information received from Kommerzialrat ROTH and Generaldirektor Philipp, Vienna, the Aussig-Solvay group is presently endeavoring to take an active interest in the Skoda-Wetzlar combine. Of a total stock of the Skoda-Wetzlar combine amounting to 7 millions Austrian Schillings (divided into 200,000 shares at 35 Austrian Schillings) 46% were held until recently by the Continental Gesellschaft fuer Bank- und Industriewerte, Basle, and 35% were owned by the Oesterreichische Kreditanstalt (Austrian Credit Institute). Some weeks ago, when the "Continental" had planned to sell its shares to Skoda-Wetzlar, Aussig attempted to acquire this particular quantity of shares via the Solvay group. However, a sales agreement was not concluded, as the Oesterreichische Kreditanstalt (Austrian Credit Institute)

invoked its option and took over the shares which had been held by the "Continentale" company, so that the Kreditanstalt now holds a total of 86% of the Skoda-Wetzlar shares. As the Kreditanstalt does not deal with industrial participations, it will now attempt to resell these shares as soon as possible. Thus however, there is still the danger that the Aussig-Solvay group, which is now the only serious contestant in the field according to our information, might include the Skoda-Wetzlar combine in its sphere of interests. During recent years the Aussig Corporation has systematically bought up chemical factories in the Succession Countries (Nachfolgerstaaten), which are included in the expansionist program, and which serve as industrial strong points. Up till now, the Aussig Corporation does not have any such industrial strong points in Austria; the Schwarz (Austria) factory for the production of chlorate of potash is only of secondary importance.

In case the Aussig-Solvay group should acquire majority participation rights in the Skoda-Wetzlar company, the following would have to be anticipated:

- 1.) Loss of a market for the I.G. Farben as far as the Skoda-Wetzlar combine is concerned, as most of the I.G. products are also manufactured by the Aussig Corporation/ (Aussiger Verein).

Total annual sales for 1933/34
(Fertilizer year).....approximately 225.000 RM;

Total annual sales for 1934/35
(Fertilizer year).....approximately 215.000 RM;

2.) Existing sales agreements between Skoda-Wetzlar
and the I.G. will not be renewed;

3.) The Detag will no longer be permitted to sell
Skoda-Wetzlar products in Austria and the Successor
countries (Nachfolgestaaten)

(Commission returns for 1934 approximately Swiss
francs 27.000.- Commissions returns for 1935 including
October approximately Swiss francs 24.000.-);

4.) The Anilinchemie company will no longer be permitted
to sell Skoda-Wetzlar products in Austria and the Successor
Countries (Nachfolgestaaten)

Commission returns for 1934 approximately
Swiss francs 25.000.-

Commission returns for 1935 including Sep-
tember approximately Swiss francs 14.000.--)RM;

5.) A loss which cannot be computed statistically is to
be expected when the sale of Skoda-Wetzlar
products will not be permitted any longer.

Following these curtailments of our sales, we would
have to contend ourselves with a reduction in the num-
ber of products that are sold by our sales organization,
which in turn would result in undermining and weakening
our currently strong sales position for heavy chemicals
(Schwerchemikalien) and fertilizers, both in Austria
and the Successor Countries (Nachfolgestaaten).

If the I.G. could obtain a decisive participation in the Skoda-Wetzlar combine, that concern might become a valuable jumping off point for expanding our business in Austria and the Danube countries. Thus, the following possibilities would arise:

- 1.) to manufacture such products in a plant situated in Austria, which have been deleted from the I.G. customer-list, or which will be deleted, because of freight, tariff, and commercial-political considerations regarding the supplies for Austria and the Successor Countries (Nachfolgestaaten);
- 2.) to transfer to I.G. sales organizations the sale of Skoda-Wetzlar products, which has been handled by other firms up till now;
- 3.) to impose a considerable cut on Skoda-Wetzlar transactional expenditures by reduced payments of bank interests, by streamlining sales procedures, and by cutting down bank-supervisory agencies.

Furthermore, there is a possibility that the congenial association between Dynamit-Nobel and Skoda-Wetzlar would be disrupted, if the Aussig group takes over a participation in the Skoda-Wetzlar combine. The association between the Dynamit-Nobel concern and the Skoda-Wetzlar combine including its subsidiary companies covers the following fields:

- 1.) By its participation in the Oesterreichischen Kunstduenger-, Schwefelsaure- and Chemische Fabrik (Austrian Fertilizer, Sulphuric Acid, and Chemical Factory) A.G. Wagram, the Dynamit-Nobel Concern, as well as the Skoda-Wetzlar combine, is a supplier of sulphuric acid and superphosphates for Austria;

- 2.) Dynamit-Nobel and Skoda-Wetzler are jointly interested in becoming the sole manufacturers in the Austrian powder business by their participation in: Enzelsfeld Metal Factories A.G. (Dynamit-Nobel) and the factory for explosives Brunnauktengesellschaft (Skoda-Wetzler).

Thus, if the Aussig-Solvay group should acquire a majority participation in the Skoda-Wetzler combine, the chemicals and nitrogen groups would be predominantly affected, whilst the Austrian Dynamit-Nobel concern would not be hit so hard. However, it cannot be judged as yet whether a strengthening of the Aussig position in Austria might not even have a detrimental effect on the eyes business. There is a chance that the plan to construct a nitrogen manufacturing plant in Austria might be advanced.

However, there is a possibility to acquire the right of preemption for the purchase of these shares by paying Austrian Schillings 140.000.-, the equivalent of 2% of the total stock, which move would preclude a sale of the shares owned by the Kreditanstalt to the Aussig-Solvay group.

Kindly inform us whether you would support our proposal to acquire the right of preemption under the above mentioned conditions.

Heil Hitler!

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT.

Carbon copy for: Geheimrat Dr. H. SCHMITZ, Berlin,
Gen. Dir. T. MUELLER, Troisdorf.

Enclosures referred to:

- 1) Business description of the Powder Factory Skoda-werke-Wetzler A.G. Vienna, and the Concern plants
- 2) List of the products manufactured by the Skoda-wetzler combine compared to those of the Dynamit-Nobel-Concern and the I.G. Farben.
- 3) Break-down of balance accounts.

Schi/Ri

Skodawerke-Wetzler A.G. Correspondence Section I.

Discussion with the I.G. Berlin
No. 7, on 10 January 1936, 10 a. m.

10 January 1936

Attendance List: Geheimrat Dr. SCHMITZ
 Director Dr. ILGNER (partly)
 Director WEBER-ANDREAE
 Director HAEFLIGER
 Director Dr. OSTER
 Director HANSEN
 Director Dr. JACOBI
 Dr. FAHR
 Director Dr. KRUEGER
 Kommerzialrat ROTH
 SCHILLER

- - - - -

By the fact that the Aussig-Solvay group has taken up direct negotiations with the Oesterreichischen Kreditanstalt (Austrian Credit Institute) concerning the acquisition of a quantity of Skodawerke-Wetzler A.G. shares amounting to 86% of that firm's total stock, the K.A. resolution of 19 December 1935, i.e. to secure preemption rights for these shares, has become outdated. Consequently, the discussion revolved round the proposal, whether I.G. interests would warrant to enter upon immediate direct negotiations concerning our buying the majority rights from the S.W. After lengthy discussions, the following summary was drafted in the presence of Geheimrat SCHMITZ, which specified our position as follows:

The Nitroge-Syndicate (industrial- and fertilizer nitrogen) is not immediately interested to effect the purchase. However, the directors would greatly welcome if the I.G. investigated the matter, as

this would at least give the company a chance to enter into the field, or to influence the pending nitrogen projects in Austria, thus heading off a course which developed to our detriment in Hungary.

As for the chemicals, the repeatedly mentioned view that the prevailing conditions in Austria do not justify a taking over, is still valid. However, it must be quite emphatically stated that a transfer of the S.W. into the hands of Russia, which recently has consolidated its position in Hungary, Yugoslavia, and Rumania, would be tantamount to severely jeopardizing our own position in Austria and in all the South-East European countries, a position which we did not attain without a hard struggle after the last war. Therefore, we support the proposal to start direct negotiations under the condition that no losses in excess of some 100,000 RM will be incurred, even if the funds to be raised plus the interest payment thereof are included in the calculations. Herr DENCKER and Dr. KUEHN and/or Dr. PISTER have been commissioned to examine this particular problem.

The Central Finance Administration is of opinion that it should be possible to obtain the necessary credits and licenses for this purpose.

We have decided on the following actual course to be adopted:

Kommerziellrat ROTH shall be authorized, in close cooperation and conjointly with Generaldirector PHILIPP, to make an offer to the Oesterreichische Kreditanstalt (Austrian Credit Institute) of RM 3.000.000.- for 86% of the total stock under the condition that our representatives shall have the right to audit the balance sheets and to inspect the various plants, and that their investigations show a balancing of the debts of Austrian Schillings 3.000.000.- by an approximate credit account with the Austrian government; furthermore, that a profitable operation of the S.W. with a reasonable profit margin is guaranteed. For the benefit of the public it is to be announced that the D.G Vienna takes over 60% of the shares, and the Anilinchemie company the remaining 40%. For our own purposes the D.G Vienna is to pay a third of the purchasing price, i.e. the equivalent of RM 1.000.000.-. It will have to be left to the prevailing local conditions, whether there is a chance of obtaining an option for the increased offer of Austrian Schillings 3.000.000.-, or whether the offer should not be made until the investigations have been concluded, or alternatively, whether negotiations concerning the purchasing price should be entered upon immediately under the stipulation that the eventual signing shall depend on the investigations results.

signed: ILGNER.

Distribution:

Geholrat Dr. SCHMITZ
Director Dr. ILGNER
General Director Dr. P. HUELLER
Kommerziellrat ROTH
Directorate Office Chemicals
Economic Division
Central Finance Administration
Secretariat, Section I

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT FRANKFURT (MAIN) 20
SALES COMBINE CHEMICALS

DIRECTION DEPARTMENT LEVERKUSEN
3 February 1936

P. H. EFLIGER

Our file No.: Dir.-Abt. Chem.

To Director Dr. H. KUHNLE, Leverkusen/Rh.
To Director Dr. G. PISTOR, Bitterfeld

Frankfurt/Main 30 January 1936

Dear Sirs!

Subject: Powder plant Skoda-Werke-Wetzler H.G.
Vienna.

At the sales managers conference, which took place on the occasion of the last I.G. Farben meeting in Berlin, it had been planned to acquire the option to the block of Skoda-Wetzler shares which are in the hands of the Oesterreichische Kreditanstalt which intended to sell them if the occasion should arise since plants like the Skoda-Wetzler are not in keeping with its scope of activity. We enclose a survey of the Skoda-Wetzler and request you to return it to us after having studied it.

The capital stock of the Skoda-Werke amounts to 7 mill. Austrian schillings and 86% thereof are in the hands of the above mentioned Oesterreichische Kreditanstalt. Before we could carry out our negotiations with respect to the option, the Oesterreichische Kreditanstalt entered into sales negotiations with the Ruzsig Solvay group concerning the Skodawerke. We realized that an option.

in itself was not of great interest. We must, however, prevent that a firm like Skoda-Werke-Wetzlar is taken over by Aussig and thus is given a foothold for the sale of chemicals in German Austria. Aussig will not limit itself to the present products of Skoda-Wetzlar, it will also start to manufacture such products as at present still are imported by I.G. Farben, neither will it be difficult for Aussig to secure for itself tariff privileges which will destroy our fifteen years' hard work of building up our business there.

This consideration shall not be decisive for our plans, unless on the condition that an investigation proves the Skoda-plant to be close to self supporting or at least showing a tolerable loss. We must be confident that we by technical means can bring about improvements in the Skoda-Wetzlar manufacturing program. Should it, however, prove that Skoda-Wetzlar can only work with heavy losses - which there is no reason to believe since the firm was able to show a profit during the last few years - then we shall be compelled to drop our interest in Skoda-Wetzlar. In that case we would, however, have the comfort of knowing that if somebody else tries his hand at the Skoda-Werke will he not be very successful either.

Unfortunately we could not carry out our intention of receiving an option for 2 years because the Oesterreichische Kreditanstalt urges the decision to be made as quickly as possible.

This is connected with a nitrogen project for roughly 5,000 tons of nitrogen per annum which is desired by the government and would cost roughly 6 mill. Austrian shillings. 86% of the Skoda-Werke stock likewise amounts to roughly 6 mill.

Upon the invitation by the Zefl, a discussion of the whole question took place in Berlin on 10 inst. in which the following procedure was decided upon:

"Kommerzialrat ROTH is authorized conjointly with Generaldirektor PHILIPP to make an offer to the Oesterreichische Kreditanstalt in the amount of RM 3,000,000 for 66% of the capital stock with the understanding that our representation may audit the accounts and investigate the plant, that the investigation shows that the debts amounting to Austrian shillings 6,000,000 are about balanced by credits in Skoda's favor with the Austrian government in about the same amount and that profitable operation of the Skoda-works with a small yield is warranted. Externally 60% of the stock is to be taken over by the D.G. and 40% by the Anilinchemie. Actually, however, the D.G.-Vienna is to participate with about one third of the purchase price, i.e. the equivalent of RM 1,000,000. Whether it will be possible, to begin with, to receive an option, perhaps for the increased amount of Austrian shillings 3,000,000, or whether it will be possible not to make the offer until the examination has taken place, or whether negotiations about the purchase price should be entered upon immediately and a final conclusion should be made dependent on a satisfactory result of the examination, all these are questions which can only be settled on the spot".

Kommerzialrat ROTH, Vienna, has in the meantime continued the negotiations in which the nitrogen project has become the most important factor. Herr ROTH hopes that we might obtain option free of charge to the Skoda block of shares in the hands of the Oesterreichische Kreditanstalt, if we participate in the nitrogen project, which would, however, mean that we put the cart before the horse, since Stickstoff-Berlin was of the opinion that we should participate in the nitrogen project only if we acquired Skoda-Wetzlar. We do not yet know what the Stickstoff management has decided; pertinent negotiations are taking place this week.

Even if this procedure should be adopted, we must succeed in first having the entire plant thoroughly inspected. Herr WEBER-ANDREAS ask me to inform you of these events and to inquire whether you agree with our opinion and are willing once more to inspect the Skoda-Werke closely - as you did once years ago. In the present, such a visit could not yet take place otherwise Aussig might smell a rat.

With kind regards,
by order of Herr HANFLIGER, who is away.

(signed): SCHULZE

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT BITTERFELD

10 February 1936

DIRECTION DEPARTMENT LEVERNUSEN
12 February 1936

To
Direktor P. HAEFLIGER,
I.G. Farbenindustrie Aktiengesellschaft
Frankfurt/Main 20

Subject: Powder plant Skoda-Werke Metzler A.G. Vienna

Dear Herr HAEFLIGER,

I fully agree with the statements made in your report of 30 January and believe that in view of the threatening development, i.e. if the Austrian successor states possibly should be combined with the Balkan countries to a joint economic structure, the acquisition of the Skoda-Werke will become still more interesting than it is already at present from the aspects described by you. I understood your statement to mean that to begin with negotiations are being carried on at present because of the nitrogen plant in Austria and that we shall be given the option to the Skoda-Werke until these negotiations have been completed.

I agree with you regarding a repeated inspection and

detailed examination of plant installations and from the aspects established by you as absolutely necessary prior to a possible purchase of the plant. If such an inspection is undertaken I would like to suggest that Dr. BURGIN from the Betriebsgemeinschaft Mitteldeutschland participate in it. The relevant documents kindly forwarded to me are returned enclosed as requested by you.

Mit deutschen Gruss!

(formal German Nazi closure)

signed: G. PISTOR

-Enclosures-

Dr. KUEHNE
Dir. WEBER-ANDREAE
Dr. BUERGIN

I.G. LEVERKUSEN
Direktion Department

6 March 1936

To Zentraldirektor J. POLLACK,
Powder plant Skoda Werke Wetzlar A.G.
Vienna

Dear Zentraldirektor,

I wish to thank you once more for kindly stowing me round in the plants of which you are in charge after having discussed the matter in I.G. Farben in the meantime, I hope that Kommerzialrat ROTH's mission will succeed in bringing the matter to an end satisfactory to all parties.

With kindest regards
your very truly

(signed): Dr. KUEHNE

POWDER PLANT SKODAWERKE-WETZLER A.G.
GENERALDIREKTION

J. POLLAK, techn. engineer

Vienna I, Kantgasse, 1,
9 March 1936

Direktion Department
Leverkusen

11 March 1936

To

Dr. H. KUEHNE, Esq.
Vorstand member of the I.G. Farbenindustrie Akt. Ges.
Leverkusen - I.G. Werk
-.....-
Germany

Dear Direktor,

Many thanks for your kind letter of 6 inst. It was a very great pleasure for me to show you our modest manufacturing place and I was happy to hear that you did not receive a bad impression.

Moreover, it gave me a great joy to become acquainted with you more closely and it is my pleasant duty to inform you that "President RUK (or KUX)" thanked me very much for having introduced you to him.

Hoping that we shall keep in touch in the future.

I beg to remain, with my kindest regards
yours very truly,

(signed): J. POLLAK

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Inspection of the Skoda-Works - etzler A.G. Vienna.

Present for I.G. Farben: Director Dr. Lushna,
Levorkasen

Director Dr. Buarzin,
Bitterfeld

Kommerzialrat Roth,
Vienna

The factory compound Kopsbierbaum and the mining plants of the Chemical Factory J. Mann, Seybel & Co., A.G. were inspected. It was not possible to inspect the Blumau plants (explosives factor) because it works for the Austrian State. Concerning the latter plant, Generaldirektor I. Poliak who acted as our guide, informed us that from the capital stock 50% belong to the Austrian State, 25% are said to be in possession of the firm Skoda-etzler and the remaining 25% are in the possession of the Directors of Skoda-etzler Poliak and Englender. With the 25% of the shares belonging to their firm, they have formed a pool-agreement and they would be willing, either to continue the pool-agreement in case that Skoda-etzler should change hands, or to sell the shares for a reasonable price.

Kopsbierbaum is situated approximately 50 km west of Vienna on the line Vienna-Blaz in the vicinity of the junction of the line to Provas. The Danube to which a waste water canal leads, flows in a distance of 2 km from the factory.

We were assured that no waste water difficulties prevail. It is said that subsoil water is available in ample quantities. Of the many wells only a few are in use which are sufficient

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for the requirements of the Factory even if it is in full production, The water has a hardness of 22 degree, the subsoil level is said to be located approximately 6 m below the factory ground. The factory was built originally as a powder plant and covers an area of approximately 450 Morgen. Structures in this area have been spread out as is customary in the case of powder plants. Standard gauge tracks run in all directions of the terrain and one notices that everywhere old powder and explosive buildings are still standing. Around the administration building cluster the individual plants which are used for production today. The necessary power is either produced in a factory owned electric plant or is procured from the outside. It is said that the price for electric current is approximately 3 pfennig. For all the here mentioned figures the rate of exchange is calculated with 49 Pfennig for 1 Schilling. The steam boilers are heated with coke breeze (Koksgrus) which is available in larger quantities from the Vienna Gas Works the rate of which is 1.50 per ton, for local delivery. The Factory is equipped with 3 sulphuric acid chamber plants. One of these has been in use for 11 years and is operated with pyrite from Cyprus, the sulphur contents of which has a value of 5 pfennig. Six Humboldt furnaces of capacity of 8 tons with a chamber volume of 10 000 cbm allow a production of 100 tons of 50 degree acid. The chambers were thoroughly repaired in 1934 and are in a very good and well kept condition. In addition there are 3 concentration apparatus in order to produce 66 degree acid according to the Vetterlein system. The second chamber installation was installed a few years ago in a very large old power plant. It never had been in use, is excellently constructed and in perfect condition, so that it is possible.

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to take up actual production any day. It is equipped with 2 ultra modern 7 tier Burgi-furnaces, with a capacity of 10 tons each and has an electric dust chamber with 7000 cbm chamber volume. The Super phosphate plant is annexed to the sulphuric acid chamber of older construction. Here 120 tons of super phosphate are produced daily with 2 mechanical disintegration apparatus which likewise are provided with the most modern Krupp automatic balance and mixture equipment. The stock room has a capacity of 30 000 tons. Next comes the aluminium sulphate plant. From alumina which is procured from Giulini, Trieste, at a price of approximately M 15.00, twenty tons of sulphuric alumina in the form of 14 and 16 degree product is manufactured. The equipment and disposition of the plant is a very good one. Annexed to it is a plant for conversion-saltpeter. In this plant 6 tons of potassium nitrate are produced daily from sodium sulphate and potassium chloride. This plant works only sporadically and was not in production at the time of our visit, but on the whole makes a good impression. Next comes the manufacturing of bleaching earth. Formerly bleaching earth was mostly manufactured from a type of clay, which was imported from Bavaria. Herr Pollock found a type of clay in Austria, which is supplied for half the price, namely M 1.25 per ton. In a large and very efficiently equipped apparatus 10 tons of bleaching earth are manufactured per day. Herr Pollock is especially proud that he is able to achieve by way of a pre-treatment with a solution of sodium chloride, a removal of calcium salts which otherwise would use up hydrochloric acids.

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The necessary hydrochloric acid is produced in a sulphate plant in which 2 sulphate furnaces, stand both of which are completely equipped according to the Leverkus style of construction. I recollect that on the occasion of an inspection which took place nine years ago and in which Professor Duden, Dr. Pistor and I myself participated, we were astounded, and said that our patent had been simply copied. When I brought up this point organ fact, Herr Pollak assured me that the Factory Loosbierbaum had paid a license fee to I.G. Leverkus for this patent. However, nothing positive could be established about this on our side. Anyhow, this plant is in good shape too and manufactured water clear acid of excellent quality. The sodium chloride costs 1.250 per 100 kilogram, which is a comparatively high price. Annexed to it stands a sodium sulphite plant with a production capacity of 6 tons sodium sulphite daily. It consists of 2 small hand furnaces with concentration pans which were fitted out with a mechanical mixing apparatus and with a series of large flat concentration boxes. In one of the buildings was a Zahn apparatus for the manufacturing of bi-sulphate which also was manufactured in flake form. Finally we were lead into a phosphoric acid plant in which chemically pure phosphoric acid is produced from super phosphate. We were told that this is achieved by adding alcohol. It is possible to manufacture 6 tons of P_2O_5 daily, which partly are condensed in a vacuum apparatus to concentrated phosphoric acid and partly transformed in a corresponding apparatus into crystallized di- or tri-phosphate.

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Furthermore the tri-phosphate is atomized in an injection chamber. The installations were brand new and made an excellent impression. Moreover, we were informed that a phosphate of a high enough degree was found in Austria to utilize it for the manufacturing of superphosphate. We were also shown a large stockpile of lump-phosphate.

The entire plant employs 7 chemists, 2 engineers (Ingenieure) a total of 50 employees and approximately 300 workers. The workers earn 50 Pfennig per hour including the additional payments. The administration building and the laboratories are in well kept condition. Next to the enormous office building of the former explosives factory, a smaller building is equipped as a canteen. The railway tracks are all in good condition. The Chemical Factory Gammann, Seydel & Co. A.G. at Liesing, 13 kilometer from Vienna, according to the description of Herr Pollak is the oldest chemical factory in Austria. It was founded 106 years ago. An area of approximately 150 Morgen belongs to the plants and is covered to a large extent with buildings, some of which, however, are ⁱⁿ a dilapidated condition. Concerning this enterprise Herr Pollak is of the opinion probably correctly that it would be neither worthwhile to dismantle the buildings, nor to repair them and that the cheapest way is to let the old unused buildings

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gradually to deteriorate. Consequently, at first sight Liesing does not offer an impressing vista to a person used to I.G. conditions. However, it has to be said beforehand that the buildings in production, although some of them are, outwardly rather poor looking due to their age nevertheless are in good condition, especially the roof constructions which is everywhere new and solid and on the whole it has to be acknowledged that all the inside installations are kept so clean and in such perfect order that it could not be better at the I.G. itself.

At Liesing there are 2 sulphuric acid plants, that is 1 chamber plant in which with sulphur out of gas absorption substances 300 to 350 tons of sulphuric acid are produced monthly. The gas absorption substances are previously cleared of lye in the plant itself and potassium ferrocyanide and potassium ferricyanide is produced thereby. The value of the sulphur contents of the gas absorption substances is said to amount to 2 Pfennig per sulphur unit. In a contact system, 500 to 550 tons of 92 degree acid are manufactured from pyrite from Cyprus, the sulphur contents of which amount to a proximately 5 Pfennig just as at the factory Moosbierbaum. This is in our opinion a very high price and it should be possible to procure sulphuric pyrite at a cheaper price, for instance from the mines at Trepsca, which allegedly offers sulphur flotation pyrite at a price of 1 Pfennig. The contact system, installed by Lurgi, is ultra modern and is fitted out with electric dust chamber, facilities for the removal of arsenic, etc. The chamber installation likewise was in good condition.

Furthermore, a very good looking apparatus for the manufacturing of chemically pure sulphuric acid was in production.

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Here chemically pure sulphuric acid is manufactured in small quartz towers from SO_3 gases and distilled water. The turnover of chemically pure and storage battery acids, amounts to approximately 120 tons per annum. Two sulphate furnaces produce according to the Leverkusen system, an excellent sulphate of a content below 1% $SO_3 + HCl$, because refined salt is used in the process. The capacity amounts to 210 tons per month of hydrochloric acid and 160 tons per month of sulphate. Within the sulphuric acid factory there is also a bisulphite plant in which bi-sulphite lye and from sodium and bi-sulphite lye, solid bi-sulphite of 63/65 degree SO_2 are produced. The capacity of lye production amounts to 50-60 tons per month and that of solid bi-sulphite to 20 tons per month. Next comes a plant for the manufacturing of crystallized Glauber salt, which we could not visit for lack of time, then a plant for 14- to 18% alumina and a factory for the manufacturing of sodium sulphite and thiosulphate for photographic purposes. The thiosulphate is manufactured from sulphite and sulphur. As already mentioned there are also plants for the manufacturing of potassium ferrocyanide and potassium ferricyanide at the factory. In order to manufacture potassium ferrocyanide, the gas absorption substances are digested with lime in larger Shank pans and the lime salt is disintegrated. The potassium ferrocyanide is left in large crystallization tanks in order to crystallize completely. For the manufacturing of potassium ferricyanide the plant is equipped with an electrolytic oxidation installation. In addition, copper sulphate in a quantity of 8 tons per day is manufactured from copper granules, which interestingly enough, are produced in a spongy quality from molten copper, which flows over green birch trunks and in that way forms an easily soluble copper granulate.

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These plants too, make a very good impression.

Herr POLLAK told us frankly that the water facilities here are not very good, because the subsoil water level is located 60 meters below ground. Nevertheless, it is possible to pump sufficient quantities of water of 18 degree hardness from the available wells. The maximum consumption of water amounts to 1000 cubic meter per day. A boiler installation with 2 water tube boilers of an approximate heating surface of 300 square meters, produces with the coke breeze (Koksgruss), mentioned already in the description of the Moosbierbaum plant, as fuel the necessary steam. In a powerplant equipped with a condensation machine of 250 HP and a back pressure machine of 200 HP electric current or back pressure steam is produced according to choice. As in the factory Moosbierbaum, additional electric current can be procured at a price of approximately 3 pfennig.

The plant employ 28 employees, among them 3 chemists and 160 workers. The salaries of the chemists amount to 300-400 Schilling per month on the average. Especially high qualified experts draw a salary of 800 to 1000 Schilling per month. The Director of the Moosbierbaum factory receives 2000 Schilling per month, plus free quarters. The workers put in a 48 hour shift and are paid approximately 50 pfennig per hour, from which sum 10% for the various social . . .

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welfare funds of the state are deducted. In Liesing
a whole series of houses for workers and employees
have been built and the firm itself has its own ad-
ministration building which is located in Vienne,
Kantgasse No. 1.

Dr. H. KUHN

Leverkusen, I.G. Farben Plant, 13 March 1936
Dr. La./Sa.

Copy.

H.O. Mees von SEILLER

Vienna-Hietzing
Neue Weltgasse 17
13 May 1936

I.G. Farbenindustrie Aktien Gesellschaft
Central Finance Administration
Berlin N.W. 7
Unter den Linden 78

Subject: Powder plant Skodawerke-Wetzler A.G.,
Vienna I, Kantgasse 1.

Upon request from Herr ROTH, who has kept me informed on his negotiations and with whom I had occasion to briefly discuss business matters in Budapest last Saturday, I have clarified the state of the negotiations in the Skoda-Wetzler matter, and I would like to inform you about it as follows:

It follows from a conversation with Herr Generaldirector PHILIPP, whom Herr ROTH had informed about his negotiations with the Laenderbank prior to his departure for Budapest and with whom the Laenderbank itself has been in contact in this matter, that in principle the Laenderbank is willing to make available to the Anilin-chemie for the acquisition of the Skoda-Wetzler stock Austrian schillings 6,000,000.- at the interest rate of 6% p.a.

(page 2 of original)

The Laenderbank realizes that in view of the foreign exchange regulations, established by law, the I.G. Farben cannot issue a letter of guarantee for this amount and therefore will dispense with such a letter. However, the Laenderbank desires a letter from the I.G. Farben to the effect that the I.G. Farben is familiar with and welcomes the contemplated Anilinchemie/Skoda-Wetzler transaction.

As far as the approval by the Ministry of Finance is concerned our attorney, Dr. KAMMER-LÄNDER, informed me that he had repeatedly discussed the matter with the Finance Minister who had explained that he saw no reason to object to the acquisition of the Skoda-Wetzler shares by the Anilinchemie. At the same time the Finance Minister saw no need to put this expressly in writing, all the less since the Finance Ministry was offering to the Anilinchemie the 10% of the Skoda-Wetzler shares in its possession, and thus actually gave its tentative consent. I wanted to clarify this matter in particular since Herr Zentraldirector POLLAK of the Skoda-Wetzler A.G. had called my special attention to the fact that this matter has to be settled right from the beginning.

Today, I went to see Herr von HENGEL, the General-director of the Oesterreichische Creditanstalt-Wiener Bankverein, who is awaiting word from Herr ROTH, and he advised me that for the time being he was consulting no one in the Skoda-Wetzler matter.

(page 3 of original)

and that in principle he was willing to sell to the Anilin-Chemie half or all of the shares (75%) in his possession. If he would sell only half of his shares, he would have to have the guarantee for the remainder of his shares that the new owners would continue operating the Skoda-Wetzler A.G. in the same way, and not possible curtail production or close down the plant, an action which would render his shares worthless. If he would sell all his shares he would as a financier of course be desinterested in the further development of the Skoda-Wetzler Werke, and would only from an Austrian economic standpoint be interested in the continued operation of the factory. Herr von HENGEL stated that he had not yet discussed the rate of the shares with Herr ROTH, and that he would rather make his position known after he received the audit report by Dr. DENKER. He, therefore, requested the report by or an excerpt there from Dr. DENKER. I advised Herr von HENGEL that I would discuss this request with you and refer to it later. It might be possible to prepare from the report of Dr. DENKER an extract which would be suitable for our further negotiations, with Herr von HENGEL, and this could be made available to him.

(page 4 of original)

A connection between the Skoda-Wetzlar matter and the proposed Austrian Nitrogen Plant no longer exists according to statements by our attorney Herr Dr. KAMMERLANDER and by Herr von HENGEL, but both gentlemen, who as a matter of fact take a very skeptical view with regard to the Nitrogen Project, believe that such a connection may be re-created in case of unforeseen protracted delay. With all these negotiations I have left the door open for further discussions, postponed the decision and now ask you for further instructions.

Very truly yours.

Signed: MOCS

Document Book IX ILGNER
Document No. 148

Director ...O. MOOS von SEILLER

c/c

ANILIN-CHEMIE AKTIENGESELLSCHAFT

Dir. v.M./Sch.

Vienna, 26 February 1937
III, Am Heumarkt 10

Subject.

I.G. Farbenindustrie Aktiengesellschaft
Executive Department for Chemicals,

Frankfurt/Main.

Several days ago, Herr Ing. Isidor POLLAK, Generaldirector of the Powder Plant Skodowerke-Wetzler A.G. and myself had a conversation, in the course of which he touched upon the problems of the chemical industry in Austria as outlined below which, for the major part, are also similar to the interests of the Anilin-Chemie Aktiengesellschaft, and he requested that I pass on to you his basic views.

Concentration of the Austrian chemical plants has hardly begun, while it has already been brought to a successful conclusion in Germany and other countries and is under way in Czechoslovakia. It is gradually being recognized that rationalization and economic advancement of the chemical plants, as well as a solution to the important chemical problems of the future such as production of ammonia synthesis and synthetic gasoline etc., can also in Austria be attained only by concentration. As far as the various interests of the chemical industry are concerned they essentially can be classified in three groups:

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1.) The group of the

Oesterreichische Dynamit-Nobel Aktiengesellschaft

which is under the direction of the I.G. Farbenindustrie
A.G. with the subsidiaries

Carbidwerk Deutsch-Matrei A.G.

Continentale Gesellschaft for applied Electricity,
Landeck,

Oesterreichische Kunstduenger (fertilizer), Schwefel-
saure (Sulphuric acid) und chemische (chemical)

Fabrik Aktiengesellschaft, Deutsch - Wagram with
plants in

St. Lambrecht, where primarily fuses and explosives,
etc, are being produced;

Brueckl, where caustic soda, caustic potash, chlorine
derivatives calcium hypochlorite, liquid chlorine, and
sulphur chloride are being produced,

Landeck, where ferro-silicate and calcium carbide are
being produced.

Deutsch-Wagram, where superphosphate is being produced.

2.) The Powder plant Skodawerke - Wetzler A.G., which is
under the direction of the Oesterreichische Creditan-
stalt-Wiener Bankverein, with its subsidiaries:

W. GEMMAY, SEYBEL & Co. A.G.

Sprengstoffwerke BLUMAU Aktiengesellschaft with
plants at MOOSBIERBAUM and LIESING, in which the
following chemicals are being produced.

Alum, ammonium sulfete, ammonia solutron, ammonite
sodium hyposulphite, bleaching earth chrome alum,
dynamite, ferrous sulphate, Glauber's salt, potas-
sium nitrate copper sulfete, sodium sulphite, and
sodium bisulphite, Sodium Ferrocyanide sodium
phosphate sodium nitrate, nitro-cellulose, powder,
ammonia, hydrochloric acid, sodium sulphide, sul-
phuric acid, superphosphate, aluminum sulphate,
trinitrotoluene, zinc chloride solution.

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- 3.) The Bleiberg Bergwerks-Union, Klagenfurt, which partly belongs to the interests around the Oesterreichische Industriekredit Aktiengesellschaft, Vienna, with the mining center in Bleiberg and the chemical factory at Arnoldstein, which in the field of chemical products produce lead dyes and lithopone.

Ahead of these 3 groups is the I.G. Farbenindustrie A.G. with its import and sales interests in chemicals and nitrogen products, in Austria.

While there are naturally, as a result of the financial interconnection between the I.G. Farben and the Oesterreichische Dynamit Nobel A.G., production and sales agreements in existence between these two organizations, there are others in effect for years which concern purely the sales angle and which are merely based on an understanding also with the group of the Powder plant Skodawerke-Wetzler A.G., and in the same manner also with the Bleiberg Bergwerks-Union concerning Lithopone.

The first group of the Oesterreichische Dynamit - Nobel A.G. is selling part of its chlorine products, even calcium carbide and ferro-silicate through international syndicates, explosives through the Monopoly Sales Office, and the remainder of the chemicals through the Anilinchemie A.G. The second group of the Powder plant Skodawerke-Wetzler A.G. also was selling part of its chemicals directly, explosives through the Monopoly Sales Office, and the majority of the remaining chemicals through the Anilinchemie A.G.. The third group of the Bleiberg Bergwerks-Union sells lead dyes through its own sales organization; however Lithopone through the Anilinchemie A.G.

(page 4 of original) .

All these production and sales agreements, however, represent only the first step toward necessary concentration in the entire field research, production, as well as sales in Austria.

A simple sale of, for instance, the majority holding of stock of the Powder plant Skodawerke-Wetzler A.G. to the Verein fuer Chemische und Metallurgische Produktion, Aussig, would bring the solution of the aspired aim no closer than the sale of these stocks to the I.G. Farben. He as well as Herr Generaldirector JOHANN of the Oesterreichische Creditanstalt-Wiener Bankverein are opposed to such a simple sale of stocks. Both gentlemen, however, would consent to such a sale if at the same time a joint and uniform production and sales program among the interests around the I.G. Farben, the Oesterreichische Dynamit-Nobel A.G., and the Powder plant Skodawerke-Wetzler A.G. could be set up and carried out.

Under such conditions the Powder plant Skodawerke-Wetzler A.G. would discard its ambition to promote its own production and sales policy, it would have to demand, however, that this particular field would also have to be severed from the group around the Oesterreichische Dynamit-Nobel A.G., and uniformly be discharged by the I.G. Farben in utilizing the sales set-up of the Anilinchemie A.G. The Powder plant Skodawerke-Wetzler A.G. and the Oesterreichische Dynamit - Nobel A.G., and their plants, would merely be research and production establishments under the direction of the I.G. Farben, while the entire sales activities for all products again would be operated by the I.G. Farben exclusively through the Anilinchemie A.G., unless international syndicates or domestic monopoly provisions exist to the contrary.

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Herr Generaldirector POLLAK terms this plan the only feasible and sweeping solution of the problem facing the chemical industry in Austria and states that it would also be assured of the support by Austrian government, financial and industrial circles to a far-reaching extent. At the same time, he opposes any attempt for a partial solution through financial transfers within the industry, etc., which would not fit into his plan. He states that he would exclusively devote the last years that he would be able to work, to the execution of the plan as outlined above, and thus make it the crowning achievement of his activities.

Herr Generaldirector POLLAK has asked me to advise you that negotiations with any other representatives would be superfluous, as long as he would not have the assurance that you, like him, have the desire to solve the whole chemical problem of Austria, and he also requests to be given the opportunity to negotiate directly with technical and business members of the Vorstand of the Department for Chemicals of the I.G. Farben, once his views have been adopted.

Inasmuch as the entire concept of Herr Generaldirector POLLAK is identical with my own views and those of the gentlemen of the Anilinchemie A.G., and visualizes the only possible, sweeping, and radical solution of the problem facing the Austrian chemical industry, I did not want to fail passing it on to you with a request for careful study.

Very truly yours,

sgd. MOSS v. SILLER

I.G. FARBENINDUSTRIE ANTIENGESELLSCHAFT, FRANKFURT/MAIN
(20) DIREKTIONS ABTEILUNG LEVERKUSEN,
18 July 1937

MINUTES

on a discussion of 29 May 1937 in the rooms of the
Skodawerke-Wetzler A.G. Vienna, Kautgasse 1.

Present: POLLAK Skodawerke Wetzler
ENCLAENDER " " " "
WEBER-ANDREAE I.G. Farben
Dr. KRUEGER I.G. Farben
SCHILLER I.G. Farben
ANDREAE I.G. Farben

Chemical

The visits to the gentlemen of the Skodawerke served in the first place purpose of taking cognizance of certain ideas of Herr POLLAK concerning a consolidation of the Austrian Industry, which the latter had already outlined in previous discussions with the gentlemen of the Anilinchemie. The project of Herr PHILIPP had previously been discussed in the internal circle and had been accepted in principle on the part of the I.G. Farben; this project aimed at a simplification of the sales organization of the D.A.G. and the Skodawerke as producer firms and of the I.G. Farben as importing firm through equal stock participation of these 3 firms in the Anilinchemie. The propounding and discussion of this question was the second subject of the conference.

(Handwritten notes illegible).

In the introduction POLLAK mentions two new products which he hopes to put on the market in the near future; they are:

A.I.V. acid for ensilage purposes and
A-coal

His A.I.V. acid is composed of approximately one third of SO_2 and two thirds of HCL and has been developed in close co-operation with Professor VIRTANEN. Already during the next-following weeks he will be able to commission the Detag with the sale. POLLAK estimates the prospective yearly output at roughly 1000 tons. The quantity of HCL required for this production will naturally result in a reduction of the bleaching earth business.

POLLAK has a new procedure for production of A-coal (Carboraffin). In bleaching qualities it is superior to other kinds of coal hitherto known, and the production costs are considerably lower, in particular since inexpensive sawdust is available from the Klagenfurt plant. A discussion between himself and EISENERUCH concerning the joining of the Carbo-Norit-Union had been wrecked because of the intransigent attitude of Aussig. WEBER-ANDREAE will talk to Dr. KUENNE on this. In the meantime POLLAK will send coal samples and patent documents to the I.G. Farben for examination. As to quantities POLLAK cannot yet make any statements, but believes that they must work first for export, but after completed extension of his coal program to gas masks and adsorption coal they will be able to restrict themselves to Austria. Finally POLLAK also mentions that he plans to start production of meta and pyrophosphate.

Then POLLAK explains the reasons leading to his idea of a consolidation of the chemical interests in Austria apart from the purely sentimental wish as conclusion of his industrial career to have established a technically and commercially unassailable organization the conditions of the chemical industry of Austria are "lamentable and unsound". The only one profiteering from this state of confusion is

Aussig, which in South Eastern Europe has taken measures of consolidation which are exemplary. Therefore, in his opinion it is a matter of course that an amalgamation of interests must take place and as soon as possible in order to provide the Austrian chemical industry on the model of other countries with internal tranquility required for scientific research and industrial organization. He himself plans to invest considerable amounts for research.

Another reason for these considerations was the nitrogen project, which has to be realized through I.G. Farben, D.A.G., and the Skoda-werke.

To this WEBER-ANDREAE and Dr. ERUEGER declare: The I.G. Farben on their part can likewise imagine that many a useful result can come from such a combination, but that existing conditions must first be carefully examined, and that in particular the nitrogen project in this triangular combination cannot be discussed until the Austrian Government actually considers the setting up of the plant indispensable.

But on the other hand the I.G. Farben believes to be able to consider the idea of Herr POLLAK in the same way when recommending to proceed in the beginning according to a suggestion of Herr PHILIPP: this suggestion culminates in the idea of letting the Skodawerke and the D.A.G. share in the stocks of the Anilinchemie, each of them with one third, in order to centralize the sale still more. It appears that on the part of the I.G. Farben the suggestion of Herr PHILIPP is likewise welcomed for certain reasons, and one has gratefully taken cognizance of the fact that also the Skodawerke are prepared to come into line. In this connection WEBER-ANDREAE mentions the Potash-Chemistry agreement which although representing primarily the contractual basis transferring the sale of Potash-Chemistry products to the I.G. Farben, in addition to that has become a valuable instrument

of a common policy also with respect to manufacture and might be considered a useful precedent to be followed by co-operation in Austria.

SCHILLER is commissioned to prepare a draft of the stock transaction to be submitted and examined by POLLAK.

According to a statement by POLLAK the Kreditanstalt has been informed of his own plans and has agreed to the nitrogen project submitted by him. In connection with this project the idea of the taking over of the bulk of the Skodawerke stocks by the Anilinchemie can be realized. In this eventually the Kreditanstalt is prepared to assist with credits also for such part of the Anilinchemie participation as cannot be delivered in the form of machinery and equipment from Germany.

In the course of the conversation POLLAK repeatedly returned to his idea concerning a community of interests in the Austrian chemical industry - he even mentioned the word merger - declaring on his part that such a community of interests in which also the I.G. Farben took part, would rule out the adoption of competitive products, which besides would be in accordance with his previous usage not to manufacture any product in competition with the I.G. Farben.

The result of today's conference, in particular POLLAK's readiness to accept the suggestion of Herr PHILIPP, was conveyed to the latter by WEBER-ANDREAE and Dr. KRUEGER.

(signed): ANDREAE

I hereby certify that the foregoing document is a verbal copy of the original (photostatic copy).

Nuernberg, 26 February 1948

(signed): Dr. WALTER BACHEM.
(Assistant Defense Counsel)

C O P Y

Vienna, 23 September 1937

NOTE

Visit to Generaldirektor POLLAK on
22 September 1937, at 6 o'clock in the evening

Participating: Generaldirektor POLLAK,
Direktor WEBER-ANDREAE,
Herr SCHILLER.

Subject: Anilinchemie agreement.

WEBER-ANDREAE presents the draft agreement emphasizing that it is supposed to represent a basis for discussion. Due to the absence of Generaldirektor PHILIPP a joint discussion must be postponed till October. But we should be grateful to POLLAK for an opinion now, which SCHILLER could receive and forward to Frankfurt.

POLLAK immediately turns the conversation to the N - project.*
Through a special personal connection

*) As internal information the following remark is added: Through an attorney who was of much use to him in the various tariff questions, POLLAK has proceeded very passively towards the project in Upper Austria which is the center of interest, whereas he has propogandized the Moosbierbaum project. In this connection, speaking also on behalf of the I.G. Farben, he has declared that in their hearts they were in favor of Moosbierbaum and against Upper Austria. The opinion of the nitrogen Sparte on this procedure, which was not a result of a previous agreement with us, is not yet available.

he is able to bring about a government decision in favor of the Moosbierbaum project. To him, of course, it was of importance first to clarify the question of financing, since neither he nor the DAG was in a position to acquire the necessary capital. Therefore he contemplates a capital increase to be taken over by the I.G. Farben which would thereby acquire the majority holding. However, the government has recently expressed the wish that the hydrogenation be started at the same time. With reference to this he reads a letter on this subject from his confidential agent.

In principle, WEBER welcomes this plan. I.G. Farben's part would be expedited by the possibility of delivering machinery. Whether the way suggested by POLLAK would be tactically possible is a matter which the gentlemen of N-Sparte have to decide. It is probably too early yet to undertake a serious discussion of hydrogenation.

POLLAK then again discusses in detail his idea of the future development of the chemical industry of Austria. He and PHILIPP as well would have to resign in 2 - 3 years, but there would be a lack of successors. Therefore, he could do nothing better than to transfer his inheritance to I.G. Farben, in whom he sees the best possible custodian. The present-day political situation would no longer admit of a sale of shares, which he had originally intended, therefore one must take the somewhat more complicated route of merger.

WEBER then asks POLLAK, whose assumption of the management of the new enterprise is also a prerequisite for us if only from the technical side, whether he can imagine PHILIPP as president of the company. In the course of the discussion POLLAK departs from his original suggestion to entrust the presidency to a representative of the C.A. and states that as long as the technical side remains for him, he would gladly leave the representative position of the president to PHILIPP.

POLLAK then demonstrates a new product developed by him, apparently a white luminous paint.

In taking leave, POLLAK asked about the results of I.G. Farben's efforts with regard to activated carbon sales, which he wanted to introduce as the first in the new aniline chemistry. WEBER replies that a certain lack of understanding on the part of the other partners to the convention had made a clarification of the question in our meaning impossible up to now. In this connection, POLLAK called attention to the recently introduced prohibitive tariff, which would make it possible for him gradually to enter the field of export even at a loss.

signed: SCHILLER

AFFIDAVIT

I, PETER KRONMUELLER, employe of the I.G. Farben Control Office in Frankfurt on the Main, and chief of the central archives, Frankfurt a.M.-Griesheim, residing at Frankfurt a.M., Lersnerstrasse 31, am aware that I shall make myself liable to punishment if I make a false affidavit.

I declare under oath that the foregoing copy confirms to the document found in the Records Building of the I.G. Farben Control Office, Frankfurt a.M., Griesheim, on 9 February 1948

signed: PETER KRONMUELLER.

The foregoing signature of Herr PETER KRONMUELLER, residing at Frankfurt a.M. Lersnerstrasse 31, was affixed today before me with his own hand, which is hereby authenticated and certified.

Frankfurt a.M., 9 February 1948

(signed) Dr. WALTER BACHMANN.
(Assistant Defense Counsel).

I.G. Berlin NW 7
Unter den Linden 82.

Special Delivery!

To Herr Director Dr. KUBITZ,
I.G. Farbenindustrie Aktiengesellschaft,
Leverkusen I.G.-plant

Our ref.
Office of Commercial Committee
Gc/Bc

28 March 1938

Subject: Austria.

Referring to our telephone call of today, we
send you herewith the note requested for Herr Dr. HAGER.

OFFICE OF THE COMMERCIAL COMMITTEE

signed: SCHWARTE

Enclosure.

(page 2 of original)

Berlin, 19 March 1938

I.G. Farben in Austria.

Since its foundation I.G. Farben is represented in Austria by a large sales organization and holds participations in chemical industry enterprises. During the last years, I.G. Farben has furthermore taken a keen interest in plans concerning the extension of chemical industry in Austria, and has done considerable preparatory work, on the one hand aiming at the new establishment of independent plants, and on the other hand at a close cooperation with the chemical industry already existing in Austria.

.....

II. Plants.

in Austria, in which I.G. Farben has large participations, there are:

Carbidwerk Deutsch-Motrei A.G., Vienna,
Continental Gesellschaft fuer angewandte
Elektrizitaet, Vienna,
Oesterreichische Dynamit-Nobel A.G., Vienna,
via Bratislava,

Oesterreichische Kunstduenger, Schwefelsaeure und
Chemische Fabrik A.G., Vienna,
Chemosan A.G. Vienna.

Minority participations are also held in:

Powder Plant Skodawerke Wetzler A.G., Vienna and in
Enzesfelder Metallwerke A.G.

Since 1931 efforts have been made to unite some of these participations by means of purchase or merger with the Powder Plant Skodawerke Wetzler A.G. to a new efficient

(page 3 of original)

chemical firm. The entire chemical industry of the country would thereby be put on a sound basis, and the interests of national economy would be respected. The negotiations on the acquisition of the Skodawerke Wetzler A.G. majority of shares at first broke down, because the shares were overvalued (purchase price suggested in 1931: 200%). Later, foreign currency problems, and especially political difficulties, arose as the state-controlled Oesterreichische Creditanstalt held the majority of the shares. In spring 1938, however, after many attempts the negotiations had proceeded so far that the final agreement was to be expected in the middle of March. Yet the majority of shares would not have been handed over to I.G. Farben in the planned merger, as SCHUSCHNIGG's government, for political reasons insisted that the Reich German participation in SKODA-WETZLER should not exceed 49%. Forced by the circumstances, I.G. Farben would have been ready to accept this agreement in order to prevent that foreign trusts (e.g. AUSIGER VEREIN, MONTECATINI) would gain a decisive influence in the German Lebensraum. The Anschluss has set aside this danger; and on the other hand there is nothing to prevent a closer cooperation with I.G. Farben's Sales and Production Organization. The greater technical experience and the most modern methods which many years of research work have produced, now can come to the benefit of German-Austrian chemical industry without any restrictions.

.....

Powder Plant Skodawerke-Wetzler A.G. Vienna
and
Chemische Fabrik WAGEMANN, SEYBEL & Co., A.G.

Report on the
balance sheet audit for the years 1936 and 1937.

I.G. Farbenindustrie Aktiengesellschaft
Central Accounting Office
Frankfurt/Main 20, Grueenburgplatz.

Report
on the balance sheet audit for the years 1936 and
1937 of the Powder Plant Skodawerke-Wetzler A.G.
Vienna, and of the Chemische Fabrik WAGEMANN,
SEYBEL & Co., A.G.

On 9 and 10 March 1938 accompanied by Herr
SCHILLER I visited the executive officers of the
Powder Plant Skodawerke-Wetzler A.G. and the Chemische
Fabrik WAGEMANN, SEYBEL & Co., A.G. according to the in-
structions of the general directors E. GLAENDER and
POLLK,

(page 2 of original)

Herr Director FRANK presented the annual balances accounts for 1936 and 1937 to me, and explained them in the same detailed manner as he did the balance accounts for 1934 and 1935 during my visit two years ago.

.....
.....
.....

signed: DENCKER

Frankfurt/Main 18 March 1938

AFFIDAVIT.

I, Peter KRONMUELLER, employee of the I.G. Farben Control Office in Frankfurt/Main, and Chief of the Central Archives Frankfurt/Main, Griesheim, residing at Frankfurt/Main, Lersnerstrasse 31, am aware of the fact that I make myself liable to punishment if I make a false affidavit.

I declare under oath that the following copy agrees with the original which is to be found in the Records Building of the I.G. Control Office Frankfurt/Main-Griesheim.

Frankfurt/Main-Griesheim, 9 February 1948

signed: Peter KRONMUELLER

Document Book IX ILGNER
Document No. 150

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The above signature of Herr Peter KRONMUELLER,
residing at Frankfurt/Main, Lersnerstrasse 31 affixed
before me today is hereby certified and attested.

Frankfurt/Main, 9 February 1948

signed: Dr. Walter B. CHEM
(Assistant Defense Counsel).

Excerpt from the
commercial newspaper
Westdeutsche Wirtschaftszeitung
Licence No. 42 of Military Government

2nd year of publication Thursday, 18 Dec. 1947 No. 50

.....
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"German Property" in Austria.

A list of the enterprises taken over by Russian administration.

"The German property in Eastern Austria" promised to the Soviet Union in the Potsdam Agreement, for months has been the bone of contention of all Allied discussions concerning the state treaty for Austria. The Soviet conception of the definition "German property" is not coincident with the American and British view and also differs from that of the French. The Russian believe that first of all Eastern Austria shall be regarded as the Russian occupation zone, and as German property all private and state production plants, real estate and other properties, which were either the property of the German Reich or of a German citizen prior to 1938, or which became German property after the Anschluss. Not till the state treaty are the Russian willing to restore to Austrian ownership that property transferred by coercion.

The USIA, an economic unit especially set up for that purpose, administers the property controlled by the Soviets. The importance of the USIA can be seen from a list of the firms attached to it which has been compiled by the Austrian Research Institute for Economics and Politics. The list mainly comprises the extent of the firms and branch enterprises claimed as German property, although possible changes must be considered. The percentages in parenthesis referring to some firms note the enterprise's proportion of the total Austrian capacity in the field. Often, however, the plants now are only empty sheds. An estimate of the Vereinigung oesterreichischer Industrieller states the re-purchase price for the machinery lost since 1945 to be about 1 billion dollars.

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..... V. Chemical Industry

10. Donau-Chemie, Liesing and Moosbierbaum,
sulphuric acid (90%)

I, Dr. Walter B. CHEM, Assistant Defense Counsel, certify that the above is a verbatim and true excerpt from the article "Das Deutsche Eigentum in Oesterreich" of the newspaper "Handelsblatt" of 18 December 1947.

signed: Dr. WALTER B. CHEM
(Assistant Defense Counsel).

Reich Law Gazette, Part I, p.593 ff, vol. 1938
Decree of 20 May 1938

P.594/5:

Decree on the Introduction of the Mueraberg Racial
Laws in Austria.

On the basis of art. II of the Law concerning the
Reunion of Austria with the Reich of 13 March 1938
(Reich Law Gazette I p.237) the following is decreed:

Article I - Reich Citizenship Law

art. 1.

Within Austria are in force

1. The Reich Citizenship Law of 15 September 1935
(Reich Law Gazette, I, p. 1146),
2. art. 2, para 2, art. 4, paras 1,3 and 4, articles
5,6 para 1 as well as art. 7 of the First Decree
to the Reich Citizenship Law of 14 November 1935
(Reich Law Gazette I, p. 1333).

art. 2

The effective date of art. 1 para 2 of the Reich
Citizenship Law shall be fixed by the Reich Minister
of the Interior.

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Art. 3

The removal of Jews from public offices which they held at the time when this decree becomes effective will be regulated separately.

Art. 4

For the application of Art. 5, para 2 of the First Decree to the Reich Citizenship Law in Austria as well, 16 September 1935 shall be regarded as the promulgation date of the Reich Citizenship Law and 17 September 1935 as effective date of the Law for the Protection of German Blood and German Honor.

Art. II - Law for the Protection of German Blood.

Art. 5

Within Austria the Law for the Protection of German Blood and Honor of 15 September 1935 (Reich Law Gazette I, p. 1146) and the First Implementation Ordinance to this law of 14 November 1935 (Reich Law Gazette I, p. 1334) are declared in force.

Art. 6

Art. 3 of the Law for the Protection of German Blood shall not become effective until 1 August 1938.

Art. 7

For the application of Art. 12, para 3 of the First Implementation Ordinance to the Law for the Protection of German Blood also within Austria 16 September 1935 shall be regarded as the promulgation date of the Law for the Protection of German Blood.

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Art. 8

(1) A marriage must not be contracted until it is proved through a certificate by the local burgo-master competent for the permanent residence of the bride that there exists no reason for not performing the marriage according to the stipulations of the Law for the Protection of German Blood and the First Implementation ordinance to this law. If the bride has no permanent residence within Austria the competency of the burgo-master shall be determined in accordance with the additional provisions of Art. 3 of the General Law on Administrative Procedure (Austrian Civil Law Gazette No. 274/1925).

(2) If the burgo-master is in doubt as to whether a marriage could be objected to in accordance with provisions of Art. 6 of the First Implementation Ordinance to the Law for the Protection of German Blood, he shall demand that the affianced couple submit a certificate of marriage fitness issued by the medical officer.

Art. 9

For the application of Art. 15, sentence 2 of the First Implementation Ordinance to the Law for the Protection of German Blood, the former citizenship of the Austrian Federal State shall be equivalent to the former German nationality.

Art. III - Rules of Procedure.

Art. 10

The regulations of the Austrian law concerning the competency and the procedure of the courts in law suits concerning the nullification of a marriage apply to the plea of nullity as follows:

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1. The action shall be brought against both married partners. If the Public Prosecutor or one of the married partners makes an appeal, then in the former case both married partners, in the latter the Public Prosecutor and the other married partner shall be regarded as defendants.
2. The regulations concerning the legal duty to appoint a lawyer are not applicable to the Public Prosecutor.
3. If the case be dismissed, the public treasury shall be directed according to Art. 40 ff of the Austrian code of civil procedure to refund the costs entailed by the married couple.
4. A counsel shall not be appointed.
5. The action can only be brought while both married partners are alive. If one of the married partners dies before the sentence becomes valid, the lawsuit shall be regarded as settled.

Art. 11

In case of offences against Art. 5, paras 1 and 2 of the Law for the Protection of German Blood the lower courts shall be competent.

Art. IV - Final regulations

Art. 12

Insofar as regulations which by this decree shall be introduced in Austria, cannot be applied directly, they are to be applied accordingly.

Art. 13

This decree shall become effective on the day after its promulgation.

Berlin, 20 May 1938

(signed) signatures

AFFIDAVIT.

I, Dr. Anton REITHINGER, residing at Muenchen - Eogen-
hausen, Ismeninger Strasse 64, am aware that I make
myself liable to punishment if I make a false affi-
davit. I declare under oath that my statement is true
and was made in order to be presented as evidence
before the Military Tribunal in the Palace of Justice,
Muenberg.

In the summer of 1941 Dr. ILGNER invited his fellow-
workers to a formal dinner party. At the table I was
seated opposite Dr. TERHAAR not far from Dr. ILGNER.
In the course of the dinner Dr. BERHAAR addressed me
mentioning the possibility of an imminent war with Rus-
sia. Dr. ILGNER, who had heard only snatches of our
conversation, suddenly turned to us asking, "Will
Russie really make war?", whereupon Dr. TERHAAR ad-
mitted the possibility of a war with Russia. Then
Dr. ILGNER to our greatest surprise inquired, "When
is Russia going to march against England?". He then
explained to him that the situation was essentially
different.

I remember this event so clearly because Dr. TERHAAR
and I were greatly astonished at finding a man in the
position of Dr. ILGNER to be so naive and uninformed
about this matter shortly before the outbreak of the
war with Russia. It was, however, actually the fact
that

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Dr. ILGNER was completely surprised at our contrary explanation, regarded the idea of an attack on Russia as completely absurd and was utterly alarmed about the development which we considered possible. I still remember distinctly that Dr. ILGNER apparently was so dismayed that he broke off the conversation and remained taciturn and worried the rest of the evening.

Dr. TERHAAR as well must remember this event clearly because he was just as astonished as I myself and we could not refrain from making caustic remarks on the lack of information of our top executives concerning this point.

Munich, 30 December 1947

(signed) Dr. Anton REITHINGER

The above signature of Dr. Anton REITHINGER, Munich, Ismoningerstr. 64/3, whose identity was established by me, Dr. Walter BACHEM, is hereby certified and witnessed by me.

Nuernberg, 4 February 1948

(signed) Dr. Walter BACHEM
(Assistant Defense Counsel)

AFFIDAVIT.

I, Hanns GIERLICH, residing at Beverkusen/Rhine, Kaiser-Wilhelm-Allee 3, am aware that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true to the best of my knowledge and belief and was made in order to be presented as evidence before the Military Tribunal in the Palace of Justice in Nuerenberg.

From 1934 till May 1945 I was employed as legal adviser in the central finance administration of the I.G. Farbenindustrie Aktiengesellschaft Berlin NW 7 first as expert in the finance secretariat later as chief of this department.

The Prosecution Exhibit NI-1334, minutes of the post discussion meeting No. 254 of 7 July 1941 was shown to me. In these minutes page 1, subsec. (1) Russia, third para reads as follows:

" ILGNER instructs GIERLICHS conjointly with the Russia Referat of the Wipo, B.d.K.,..., VOI and DIHMANN (Continentale) to draw up recommendations for the reorganization of Russian enterprises under German management (after the model of Lussig-Falkenau)".

To this I declare as follows: I no longer remember exactly what made Dr. ILGNER give the above instruction. Taking into consideration the first passage of the minutes I presume the suggestion was made during the conference at the Reich Ministry of Economy of which Dr. ILGNER reported in the introduction. Neither am I in a position to make any statement with regard to what was meant by the words "after the model of Lussig-Falkenau", since I knew of this transaction only as far as it had been outlined and did not participate either in its execution or in the drawing up

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of agreements to be concluded in this connection.

However, I can testify that this order never was carried out in practice. I do not remember that even a single conference between the representatives of the departments of NW 7 mentioned in the instruction should have taken place, on the other hand, I definitely remember that no recommendations were drawn up or submitted to Dr. ILGNER, much less to outside offices. The fact that according to the internal organization of Berlin NW 7 I was not at all competent for the execution of such an instruction, probably characterizes in the best way that the matter was not dealt with in detail in the past discussion meeting at that time but that only a tentative suggestion was taken down - which had probably been suggested to Dr. ILGNER by others. In the department subordinated to me questions of foreign currency law and general financing were dealt with not, however, such questions as represent the subject of Dr. ILGNER's instruction. Neither did Dr. ILGNER revert to the matter which happened quite frequently if suggestions were involved which were not prompted by concrete business necessities.

Nuernberg, 2 March 1948

(signed) Hanns GIERLICH

The above signature of Herr Hanns GIERLICH, Leverkusen/Rhine, Kaiser-Wilhelm-Allee 3, whose identity was established by me, Dr. Herbert MATH, is hereby certified and witnessed by me.

Nuernberg, 2 March 1948

(signed) Dr. Herbert MATH
(Defense Counsel)

AFFIDAVIT.

I, Emil de H. S., residing at Minden in Westphalia Wittekindsallee 22, have been duly warned that I render myself liable to punishment if I give a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I submit the following statements concerning Prosecution Doc. Exh. 1176 No. NI-1334, which has been submitted to me by the defense:

This document is an excerpt from the post-discussion Minutes of the I.G., Berlin NW 7, of 7 July 1941, which I had drafted at that time, as can be seen from the reference number. Apart from my work with the Vereinigung Carl SCHURZ, I worked at that time in the directorate office of the I.G. Berlin NW 7. Part of my activities consisted in keeping the minutes of post discussion meetings. I cannot now recall the details of all the points covered by the minutes, as most of the problems dealt with were outside my sphere of activities. Therefore, I am unable to supply more pertinent information to the point in the post discussion minutes

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of 7 July 1941, mentioned under the heading "Proposals pertaining to the reorganization plan for Russian enterprises under German supervision (following the Mussig-Falkenau pattern) are to be drafted".

Several months later on I was transferred to the Wipo, where I worked in the Russia Referat, which was afterwards transformed into the so-called Eastern Liaison Office (Ost-Verbindungsstelle).

During my work in the Wipo Russia Referat and later in the Eastern Liaison Office, I have never heard anything about any such proposals as mentioned in the post discussion minutes. I did not find any drafts on this subjects in the files; nor was this subject ever dealt with during the meetings.

Therefore, I absolutely reject the version according to which the order mentioned in the post discussion minutes, submitted to me, has ever been implemented; if so, the Eastern Liaison Office would have been definitely informed.

Winden, 30 December 1947

signed: Emil de Haas.

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I hereby certify and attest the above signature of
Herr Emil de HAAS, of Minden in Westphalia Wittekind-
allee 22, whose identity has been established by me,
Dr. Walter B. CHEM.

Minden, 30 December 1947

signed: Dr. Walter B. CHEM

(Assistant Defense Counsel)

FFIDAVIT.

I, Dr. Willibald F. SORGE, born on 26 December 1888 at Rome (Italy), a chemist and businessman by profession, residing at Berlin-Wilmersdorf Brunnenburgische-
strasse 43, have been duly warned that I render myself liable to punishment if I give a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany,

I can make the following statements about the Chemie-Ost G.m.b.H.:

As far as I can remember, the Chemie-Ost G.m.b.H. was founded by the Reich Ministry of Economy, and was originally destined to function as the parent company for all chemical enterprises in the East. During the discussions preceding its establishment it appeared necessary, however, to organize a considerable number of special companies, which were scheduled to deal with the various branches of the chemical industry. Such companies were for example:

the Stickstoff-Ost G.m.b.H. (Nitrogen-East).

Another company, the name of which I cannot recall, was scheduled to deal with such plants that had any connections with the soap manufacturing industry; yet another one was to deal with caustic soda manufacturing plants etc. etc. I am unable to state to what extent these companies, which had been founded as trustee companies for Eastern enterprises, actually worked in the East. However, I can remember that the company which was in charge of caustic soda manufacturing firms also supervised a soap factory in Minsk, and even rebuilt it, I believe.

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Eventually, the Chemie-Ost G.m.b.H. was established as a mere consulting and advisory company. Its task was to act as technical liaison office between the enterprises in the East and German factories. But the above-mentioned special companies, such as the Stickstoff-Ost G.m.b.H. took immediate responsibility for their respective Sparten, and they were thus excluded from the outset to take up their tentatively planned Chemie-Ost activities. Practically, it soon appeared that the Chemie-Ost was very rarely consulted at all, and then only in really secondary cases. For example, on one occasion it was instrumental in enabling a technical engineer of the lactic acid factories to go to Russia for the purpose of rebuilding lactic acid manufacturing plants there. The Chemie-Ost has never acted as trustee company (supervisory activities or in charge of reconstruction of chemical factories in Russia), nor did it ever apply for any such assignments.

I was never aware that the I.G. Farben should have had any plans to loot and to plunder in the East. I only knew that the Ostbuero, which had been established within the No. 7 organization, and with which I did not have any actual contact, merely served the purpose of organizing a sales group for German products in the East, and I also knew that for this purpose considerable quantities of pharmaceutical and other chemical products had been stored in the East.

In summing up I would like to mention that no statements or actions on the part of the I.G., which might have come to my knowledge, could have given rise to the assumption that the I.G. intended to establish itself industrially in the East. If the I.G. actually took charge of some enterprises in the East, this was done exclusively with the aim, as far as I remember, to offer its experiences for the reconstruction and supply program in the East, which is substantiated by the fact that no provisions had been made at any time - if my memory serves me right - for these German industrial firms in

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charge of Eastern factories, according to which these firms were to take possession of these plants at some future date. On the contrary, I had the impression that the Nazi government intended to run these factories under its own direction. This plan was also widely discussed in the light of the competition which this procedure would cause to the German private enterprise factories by these factories that had been transferred from private to state-owned industry. It would not have been surprising at all if such nationalization program had been introduced for the Eastern factories, in view of the well-known attitude of the Nazi government towards a powerful private industry, which could have become the active focal point of all anti-Nazi opposition.

Berlin, 12 December 1947 signed: Dr. E. PASSARGE

I hereby certify and attest that the above signature, affixed by Dr. Willibald PASSARGE of Berlin-Wilmersdorf Brandenburgischestr. 43 personally, has been given before me on this day.

Berlin-Wilmersdorf, 12 December 1947

signed Dr. Joachim LINGENBERG

Case 6
Defense

DOCUMENT BOOK X ILGNER

TRIBUNAL VI

CASE 6

DOCUMENT BOOK X

for

Dr. Max Ilgner.

submitted by
Defense Counsel

Dr. HERBERT NATH
Attorney

Aug



DOCUMENT BOOK X ILGNER

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for Dr. Max Ilgner.

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164	Affidavit by Eduard Schuermann, employed since 1937 in the I.G. Administrative Department, Berlin, N.W. 7, latterly as Department Chief and at present in the same capacity under the direction of the SMA Control Officer. He described the employment, accommodation and feeding of prisoners of war, Lithuanian refugees and a few foreign building craftsmen on the emergency location at Bugh. All these persons were treated in exactly the same manner as the German I.G. employees there. The French prisoners of war frequently received special presents from Dr. Ilgner although this was forbidden. The children of the Lithuanian refugees received instruction together with the German children. Owing to his generous attitude towards the foreigners Dr. Ilgner had serious disputes with the NS-offices.	1
165	Affidavit by Walter Boehne, Chief of the I.G. Building Department, Berlin, NW 7, employed, from 1927, under Dr. Ilgner. "His care for the prisoners who, periodically, were also employed in his house, was so extraordinary that objections were frequently raised by the local inhabitants who also employed prisoners." "Contrary to the instructions of the authorities the foreign workers and also the Lithuanians received ration cards for heavy and very heavy workers" "On the instructions of Dr. Ilgner all workers were permitted freedom of movement in the village." They received the same food in the same rooms at the same time as the I.G. employees.	8

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166		Affidavit by Otto Tröppenz, former Burgermaster of Bugk. He confirms Dr. Ilgners extensive work for the social welfare of the prisoners of war and the foreign workers whose treatment was on a par with that of the members of his own staff. As a result Dr. Ilgner had numerous disputes with the District Office of the NSDAP.	12
167		Affidavit by Stasys Kuzminskas, Lithuanian citizen; former Commercial Counselor in the Lithuanian Legation in Berlin. In the emergency location at Bugk he was commissioned by Dr. Ilgner with the welfare of the Lithuanians and confirms the special attention paid by Dr. Ilgner to the welfare of the Lithuanian refugees. The French prisoners of war also expressed to him their satisfaction with the treatment in Bugk. When the Russians approached from the East Dr. Ilgner fulfilled the request of the prisoners of war and foreign workers to be taken to the West.	14
168		Affidavit by Pierre Bachelot, former French prisoner of war in Bugk. He confirms the good treatment accorded to him and his comrades by Dr. Ilgner. He states that despite strict bans imposed by the authorities they received tobacco and wine.	21
169		Affidavit by Dr. Ruediger, deputy counter-intelligence agent of I.G., Berlin, NW 7. He refers to prosecution document NI 839, Exhibit 1311 and confirms that neither he nor Dr. Ilgner were informed of the contents of Ordinance No. 13 of the Plenipotentiary General for Labor Allocation for the Maintenance of Order in the Plants, dated 1 November 1943. It did not	

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in fact, apply to the I.G. organization in Berlin, NW 7, as this was purely an office organization and, as such, employed no foreigners. The foreigners who were employed from time to time were made available temporarily by other works and remained on the employment rosters of the I.G. works concerned to which they had to return. 23

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Affidavit by Heinz Karl Fanslau. He refutes the assertion of SS-Obergruppenfuehrer Oswald Pohl that, before the collapse in 1945, he had only known Dr. Ilgner by name. 25

DOCUMENT BOOK X ILGNER

I certify that all the documents contained
in this document book are true copies of the documents
submitted to the Tribunal.

Muernberg, 5 March 1948

Dr. Herbert Nath
Attorney

AFFIDAVIT

I, Eduard Schuermann, born on 24 January 1911 in Berlin-Charlottenburg, now residing at Berlin-Lichterfelde, Tulpenstrasse 22a, have been duly warned that a false affidavit on my part will render me liable to punishment. I make the following statements knowing that they will be submitted in evidence to the American Military Tribunal in Nuernberg. I also declare that I belonged neither to the Nazi Party nor any of its formations.

From 1 February 1937 I worked in the Berlin NW 7 organisation in the Administration Department; from 1940 as deputy department chief and from 1943 as department chief. At present I am employed in the same capacity in the Liquidation Office of the I.G. Farbenindustrie Aktiengesellschaft for the Soviet Occupation Zone under the direction of the SMA control officer.

My work included amongst other things the administration problems in connection with the construction of the emergency locations. At the emergency location in Bugk an administration office was installed which dealt, inter alia, with the welfare and payment of the building workers and other labor employed there. As these laborers also included foreigners I am well informed on all problems in this respect.

In our Bugk organisation three categories of foreign workers were employed:

- 1.) 4 French prisoners of war who were employed as coachmen, stable boys, and mechanics, and at times even as building workers.

- 2.) Lithuanian refugees - approximately 30 - 40 - who had fled in 1944 before the Russian advance and sought shelter and employment in Germany. They were employed on office work, social work, and the construction of temporary homes, etc.
- 3.) Foreign building craftsmen, approximately 20 - 30 Frenchmen and Italians, and a few Dutchmen, Belgians, and Poles, were also employed in the building of temporary homes etc. as joiners, tilers, pipe-layers, and the like. These building workers were put at Dr. Ilgner's disposal for his plant by some of the I.G. works.

All the foreign workers of the above mentioned three categories received the same treatment in every respect as the German employees of the I.G. Berlin NW 7 organisation.

With regard to the French prisoners of war it should be stated that Dr. Ilgner wanted to give all of them the opportunity to become free workers. They decided, however, to remain prisoners of war because they would then continue to receive French Red Cross packages and for the rest they felt as free as everybody else. The Frenchmen worked all alone, without any guards, sometimes on fields which were far away. One Frenchman, Pierre Vernier, worked at times as a telephone operator and supervisor in the telephone center of the entire emergency location in Bugk in conjunction with a female German telephone operator. When Dr. Ilgner went hunting his Frenchmen regularly volunteered as beaters and subsequently had the same food and alcoholic beverages. Dr. Ilgner, besides other privileges he granted the Frenchmen, opened a beer account for them at the village inn where they could drink free beer with their comrades. Although this was contrary to German regulations they also

received monthly sums of cash. When the Frenchmen arrived in Bugk in 1941 Dr. Ilgner, who acted as interpreter at the request of the Bugk farmers, after welcoming the Frenchmen with a short speech, suggested to the farmers that a Frenchman, a cook by profession, should be released from work and be paid by all the farmers to cook for all the French prisoners of war; this proposal was accepted. At Dr. Ilgner's instigation the Frenchmen were given their own vegetable garden for their kitchen.

Although it was strictly forbidden officially, I know that from the beginning, Dr. Ilgner made his Frenchmen presents every year at Christmas and at Easter; among other things he gave them wine and tobacco. He had proper little Christmas celebrations at his private home in which Dr. Ilgner's family took part. In 1944 he gave a large Christmas party at his own home for the French prisoners of war; coffee, cakes, liqueur, wine, and tobacco, were served and in addition he gave the Frenchmen utility articles.

During the last weeks and months of the war when Dr. Ilgner transferred a large part of his plant to Western Germany into what was to be the American zone, and the emergency location of Bugk was dissolved, the French prisoners of war asked Dr. Ilgner to take them with him. Although this seemed quite impossible in view of existing regulations Dr. Ilgner obtained permission, by means of personal negotiations, to take his Frenchmen with him. In order to do so Dr. Ilgner himself, his son, and also his collaborator Dr. von Tripitz were officially appointed auxiliary guards.

In the same way that he cared for the French prisoners of war Dr. Ilgner also looked after the Lithuanian refugees who

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came to Bugk in 1944. Although it was pointed out to Dr. Ilgner by his building experts and collaborators that the Lithuanian refugees were unsuitable for building work because they came in families with wives and children, he took pity on them and said they should stay. Dr. Ilgner employed all the Lithuanians according to their abilities, as, for instance assistant architect, office clerk, nurse, kitchen personnel etc. and a very few as fully fledged building workers. A Lithuanian school mistress was employed as teacher at the school which Dr. Ilgner had opened. She taught Lithuanian children and in the evenings gave German classes for adult Lithuanians. The administrative care of the Lithuanians was delegated to the former legation councillor, Dr. Kuczniskas^{to} whom Dr. Ilgner had also given shelter at the request of officials of the foreign legation with whom he was on friendly terms. Dr. Kuczniskas was appointed deputy department chief of the administration office Bugk. The representative of the Lithuanians was Dipl. Ing. Stenkiesch who was entrusted with the management of the electro-assembling department. His 16 year old son worked only half time as his father's apprentice, at Dr. Ilgner's request, so that he had time to receive private tuition from a high school teacher (Oberlehrer) together with Dr. Ilgner's then 15 year old son. The Lithuanian children, together with the children of I.G. employees and also Dr. Ilgner's daughter, attended a Kindergarten which Dr. Ilgner had created. This Kindergarten was managed by Dr. Ilgner's oldest daughter and Frau Dr. Ilgner took care of it personally. Furthermore Frau Ilgner helped the Lithuanian refugees wherever she could, particularly in all clothing and furniture problems.

The Lithuanians lived partly in cottages which Dr. Ilgner had rented, partly in huts, and partly also in the newly erected temporary homes, i.e. they were billeted in exactly the same manner as the German I.G. employees. During the Christmas holidays some of the Lithuanian children were always seen at Dr. Ilgner's private house playing with his children.

At about the same time as the Lithuanian refugees the first foreign artisans lent by I.G. plants arrived in Bugk. These were also billeted in huts and partly in cottages like the Lithuanian refugees. Towards the end of the war the Nazi authorities made it very clear to Dr. Ilgner that foreigners should be billeted separately from the German I.G. employees and that the billets of the foreigners should be fenced in by barbed wire but Dr. Ilgner refused to comply and managed time and again to get round these instructions until the end of the war.

All the employees and workers in Bugk, German or foreign, were equally free, received the same treatment, and took the same meals in the same rooms.

In Bugk Dr. Ilgner had the fishing rights of a lake. He gave these rights to the Kitchen Administration of the I.G. in Bugk. He also furnished the communal kitchen with a cow and a few milk sheep from his own small farm. With his house he had rented an orchard the produce of which also went to the communal kitchen. At the beginning of the war he had rented extensive untilled acres; the products of those acres also went to the communal kitchen; also those of a big vegetable garden which Dr. Ilgner had started with the help of a skilled gardener with whom he was on friendly terms.

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Germans and foreigners alike received, both quantitatively and qualitatively, an equal share of these gifts of Dr. Ilgner's. From the game from his hunts Dr. Ilgner gave considerable quantities to both this kitchen and to the French prisoners of war. Sometimes the entire game shot during a hunt went towards communal feeding. In order to increase their willingness to work Dr. Ilgner had daily cigarette rations distributed among the indigenous and foreign workers. Dr. Ilgner received these cigarettes from his Bulgarian friends. The foreigners attended, with the German employees, concerts and movie shows in Bugk which Dr. Ilgner had instituted.

All his efforts in favor of the foreigners made for difficulties with the official Nazi Offices. Dr. Ilgner was forced to take up with great energy several very unpleasant discussions, with the District leader of the Nazi Party in Booskow, the District Peasant Leader, the Landrat, and the local party offices. Dr. Ilgner was attacked severely and the whole thing might have had disastrous consequences if Dr. Ilgner had not suddenly transferred his plant from Bugk to the West at the beginning of 1945. It is certain that Dr. Ilgner laid himself open to these personal risks in the interests of his foreign workers and also his French prisoners of war.

Apart from Bugk the Berlin NW 7 organisation also employed foreign workers for the repair of bomb damage during the last few months. These foreign workers had been provided by the Upper Silesian plants. They were billeted at the house of the I.G. Berlin NW 7, Brunnenstr. 188/190, and there they experienced Berlin's capture by the "Red Army" together with part of the old complement who preferred the relatively safe basement of the Brunnenstrasse to

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the basements of their own homes. Even after the end of the fighting and Berlin's capitulation these workers, one of them together with his wife, remained in the Brunnenstrasse for a few days, and they made themselves responsible, voluntarily and successfully, for the safety of the 32 members of the staff, particularly the women, who were living in the office premises. This surely would not have happened if the foreign workers had felt they had been maltreated.

The I.G. Berlin NW 7 organisation, under Dr. Ilgner's management, had no other contacts with prisoners of war and foreign workers but those described above. No concentration camp inmates were ever employed.

Berlin, 15 December 1947.

Signed: Eduard Schuermann

Signed and sworn before me in Berlin this 15th day of December 1947 by Herr Eduard Schuermann, Berlin-Lichterfelde, Tulpenstrasse 22a, known to me to be the person making the above affidavit.

Berlin, 15 December 1947.

Signed: Dr. Joachim Lingenberg

A f f i d a v i t

I, Walter Boehme, residing in Berlin-Nikolassee, Gimbernstrasse 32, know that I am liable to punishment if I make a false affidavit. I declare on oath that my statement corresponds to the truth and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice Nuernberg.

In 1919 I entered the employ of the then Badische Anilin- and Sodafabrik and later on, after the I.G.Farbenindustrie Aktiengesellschaft had been established, I was taken over by the latter. I worked in Berlin almost during this entire period. In 1927 I was subordinated to Dr. Ilgner and was in charge of the building department which had been established in Berlin, until the end of the war. During this long period I had numerous opportunities of speaking to Dr. Ilgner and most of all of learning about his relationship to the employees and, later, to the prisoners of war and foreign workers employed in the plant.

During the last years of the war I was entrusted with the setting up of evacuation plants in Bugk near Storkow (Mark), in Bitterfeld and in Wuerzburg. Since Dr. Ilgner resided in Bugk at intervals and took a great interest in the building work there, I was able to observe closely his attitude towards the foreign workers and the French prisoners of war who were employed on the site. His care for the prisoners who at times were also employed in his house, was so pronounced that objections were frequently raised by the local inhabitants who also employed prisoners. It would lead too far at this

stage to describe, in this connection, with what gratitude these prisoners were attached to Dr. Ilgner to the last day of the war.

About the middle of 1944 a number of Lithuanian refugees arrived in Bugk most of whom were employed as craftsmen. Since they all had had quite different occupations before, they were of but little help in the completion of the building project; some of them could not be employed at all. It would have been the obvious thing to send these people somewhere else. However, Dr. Ilgner requested that these refugees be accommodated and given employment.

The work connected with the erection of ^{the} evacuation plant was carried out mostly by foreign workers. These were mainly Italians and Poles and a small number of Frenchmen and Belgians. To house these workers huts had been erected which later on were to be used as offices. Dr. Ilgner ruled that all workers could move about freely in the village. They used the bath- and shower rooms which were also used by the employees of the I.C. They also received the same food as the Farben employees and ate in the same rooms and at the same time as these. They took part in special events which Dr. Ilgner initiated almost weekly, such as movie performances, musical evenings etc., together with the work's complement and the inhabitants of the town. Contrary to official regulations the foreign workers and also the Lithuanians received food ration cards for heavy workers and very heavy workers and went shopping with them as they chose. Numerous objections and complaints on the part of the authorities and the inhabitants regarding the special privileges conferred

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on the foreign workers in Bugk, failed to induce Dr. Ilgner to change his regulations. By procreation and various other means he always succeeded in appeasing the local authorities and the inhabitants so that everything was left as before.

While I was staying in Bugk people were drafted into the Volksturm. Dr. Ilgner who was convinced of the senselessness of this last desperate measure managed, by dint of negotiations, that the employees of the I.G. were excused from service for the time being. Thanks to Dr. Ilgner's endeavors the I.G. employees in Bitterfeld as well, whether the entire plant together with the prisoners of war and foreign workers had been moved in the first days of February 1945, were not called up.

To sum up I wish to say: Social welfare has been one of Dr. Ilgner's most outstanding characteristics. He at all times interceded undaunted in favor of his fellow-workers. He did not attach any importance to their Party membership. If anyone had difficulties owing to his non-Party membership, Dr. Ilgner shielded him. In as far as they were subordinated to him, he cared for the welfare of the prisoners of war and foreign workers, to an extent which exceeded by far that laid down by the authorities. All these people therefore were extremely grateful to him.

Berlin-Nikolaese, 10 December 1947

(signed) Walter Boehme

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DOCUMENT BOOK X - ILGNER No.165
EXHIBIT No. ...

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I hereby certify and attest that the above signature has been made before me today by Herr Walter Boehme, Berlin-Nikolassee, Cimbernstrasse 32.

Berlin-Nikolassee, 10 December 1947

(signed) Dr. Joachim Lingenberg

Bugk near Storkow/Hork, 10 July 1947.

A f f i d a v i t

The following statements regarding the behavior of Dr. Max Ilgner, at present in Nuernberg, are made by me on oath:

As former plant manager of the I.G. Farbenindustrie Aktiengesellschaft, Berlin NW 7, Unter den Linden 78, Dr. Max Ilgner erected an evacuation plant for his shops in the village of Bugk near Storkow/Hork as protection against air bombardment.

Dr. Ilgner treated all inhabitants of the village with great generosity. His social attitude towards everybody must be particularly emphasized. In spite of his extreme preoccupation with work he was interested in the welfare of all the families.

Dr. Ilgner took over a great number of the prisoners of war employed in local agricultural work and set them to work on the construction and, later, the maintenance of the branch.

The prisoners of war were French nationals.

I know that, contrary to regulations, the prisoners of war were given considerable money allowances and that they were treated exactly like the I.G. employees. Without exception all prisoners of war were extremely glad to work for Dr. Ilgner and his plant. It must also be mentioned that

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voluntary foreign workers, such as Belgians, Poles and especially Lithuanians were employed, treated, accommodated and fed just like the German craftsmen and workers.

Since Dr. Ilgner was absolutely fair in all matters, frequent differences arose between him and the Kreisleitung of the NSDAP in Beeskow even before my being drafted into the Wehrmacht in 1944.

All statements made here correspond to the absolute truth, but contain only a part of what could be said in favor of Dr. Max Ilgner.

(signed) Otto Troppenz

(signed) Paul Ticke, the statements correspond to the truth

(signed) August Regensberg

This is to certify above signatures.

Bugk, 28 July 1947.

(signed) Proll
Amtsvorsteher

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Market Harborough
27 December 1947

Stasys KUZMINSKAS

A f f i d a v i t

I, Stasys KUZMINSKAS, born on 21 January 1901 in Lithuania, residing at N.S. Hostel, Market Harborough, England, know that I shall be liable to punishment if I make a false affidavit. I declare on oath that my statements are the truth and that they were made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuremberg, Germany, in the case of Dr. H. ILGNER.

After completing my university studies in Berlin in 1923 I took up my career in Lithuania. I held various positions in my homeland from 1923 until 1936, attaining that of personal adviser to the Minister of Finance and to the Director of the Economics Department in the Foreign Ministry. In 1936 I was transferred to Berlin as the commercial attaché of the Lithuanian Legation. In 1940 the Legation was closed pursuant to the German-Russian Pact. About a year later I obtained a position with I.G. Farben (as coworker in the Berlin Department for Political Economy) through the help of the Foreign Office. There I made the acquaintance of Dr. Max Ilgner: he discussed my work with me and the terms of employment, and that was all. It was not until the summer of 1944 that I came into closer contact with him - I might almost say, into close collaboration.

A branch of the I.G.Farben was established in Bugk, about 40 kilometers from Berlin. A small group of Lithuanian refugees (about 40 persons) were brought there and given employment. I was transferred from Berlin to Bugk as the representative and adviser of my countrymen. Since Dr. H. Ilgner also changed his residence from Berlin to Bugk (a small village), I saw and met Dr. H. Ilgner daily; furthermore, I had many problems to discuss and to solve.

Dr. H. Ilgner called for me in a vehicle at the railway station. As soon as I was in the car he began to tell me about his plans, with the greatest enthusiasm and animation: he wanted to begin right away with the construction of temporary dwellings and huts so that each refugee family would have a room for itself. For the refugee children he wanted to set up a kindergarten, of which his daughter would be in charge. Since the Lithuanians are of the Catholic faith, he wanted to provide them with a church; I was to make inquiries regarding a priest and ask him to come. As long as there was no church, however, he wished to bring them all into town (six kilometers) every Sunday, etc. In short, he overwhelmed me with his plans.

Meanwhile I merely kept listening, but I did not believe a word that Dr. H. Ilgner said to me. I was only too familiar with the treatment which the foreign workers had been receiving at that time in the Third Reich. With this attitude of mistrust I began my work. In keeping with this attitude I was naturally very cautious and reserved at first. One day, however, Dr. H. Ilgner called me into his office and made a serious complaint concerning me: that I was too dilatory: he expected new plans and ideas from me and more relief measures. Thereafter I attacked my work with vigor; and no suggestion that I made in the interest of the foreign refugees was rejected by Dr. H. Ilgner. Soon a kindergarten was established under the direction of his daughter.

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Before the beginning of the cold autumn weather the huts were put up, in which each family had a large warm room. In the summer the Lithuanians were brought to church every Sunday, later this was discontinued because of the bad weather; furthermore there were not enough horses for the purpose. Some time later I ventured to make the proposal that a Lithuanian physician should be installed for the medical care of the refugees. At first I discussed this question with other very close colleagues of Dr. H. Ilgner. They were all opposed to this suggestion; they all thought that it would be foolish to engage a physician for a small group of Lithuanians. However, I went to Dr. H. Ilgner, who heard me carefully. Without a word of comment he asked, "Good, where is the physician? Send him a telegram to come at once." The physician came - not by himself, but with his family. Everyone received the best reception and treatment. Without delay a dispensary was set up, a nurse was engaged, and the entire medical service was organized.

As brief supplement to these statements I would like to mention a particular case, because I regard it as specially significant.

One day a Lithuanian had a dispute with a German (he was construction boss). I do not know the exact reason for the dispute. The Lithuanian felt that he had received ill treatment from the German. Motivated by anger the Lithuanian wrote a letter and sent it to Dr. H. Ilgner. The entire letter was a rather harsh tirade against German culture in general and against the Third Reich in particular. Thereupon I received a notice to appear before Dr. H. Ilgner at his home at 2 o'clock hours, where I also found the other responsible officials. Dr. H. Ilgner seemed to be rather agitated.

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He took the letter from the brief case and read it aloud. Then he had finished reading he turned to us with the question, "Now, gentlemen, I would like to have your opinions; what should we do with the person in this case? According to the prevailing National Socialist laws he has committed a serious crime." The discussion lasted until about 0100 hours. The question to be decided was whether he should be turned over to the local police, or whether he should be surrendered directly to the SS. (In this connection the possibility of a penal camp was also considered). One thing was plain to me: whatever course be chosen, it was a matter of life or death for this man and his family. With this realization I was naturally in favor of still another course: merely to dismiss him and to consider the matter settled. The others tried to convince me that this would be a violation of the law; that such a course would make us guilty as well, and liable to punishment, etc. All this was true; nevertheless, I urged them to have the courage to assume this responsibility. Dr. H. Ilgner took little part in the discussion; he listened to the others for the most part. As the discussion kept going on and on (till about 0100 hours) with no decision being reached, Herr H. Ilgner let us have the last words. I repeated my opinion. As far as I can still remember, Dr. H. Ilgner said at the end: "I believe that we can still save this man and his family. I am going to adopt the suggestion of Herr Kusminskas." The next day the man was dismissed, with no further action being attempted regarding his fate.

The treatment of the Lithuanian refugees as workers was good and on a par with that of the Germans. Besides the Lithuanians there were a few French prisoners of war. Out of pure curiosity I often asked them how they were being treated by Dr. H. Ilgner. I heard no word

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of deprecation, on the contrary, Dr. H. Ilgner was highly praised as a good-hearted person. The food was the same for the foreign workers as for the Germans. Not only that, but we all ate in the same room and we were served together at the same tables in a very nicely furnished canteen. In the fall and winter provision was also made for the long evenings: at the request of Dr. H. Ilgner small concerts were arranged for the evenings. At Christmas all the children (irrespective of whether they were German or foreign children) were invited to the private residence of Dr. H. Ilgner, where they were given presents.

Two Lithuanian girls worked in Dr. H. Ilgner's house. Both rejoiced because they received the best possible treatment: they said that Frau Ilgner treated them like a mother. I know of a number of instances exemplifying this generosity of Frau Ilgner: she often donated shoes, clothes and children's clothing from her home when she heard that a foreign refugee was in need. A specific case may serve as an example. - A child was born to a Lithuanian woman. She had nothing, not even money, for she was unable to work because of her pregnancy. Frau Ilgner gave her the complete outfit for the baby, even a perambulator. (The name of the Lithuanian woman, as far as I remember, was Rochnauskiene).

To be sure, there were trivial complaints and cases of dissatisfaction here and there, but these were to be traced to the conduct of the minor employees of the firm, who were in a position to hold back an occasional pair of shoes or work-clothes, and to emboscle some trifle of one kind or another. But any persons who appealed directly to Dr. H. Ilgner found justice.

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In conclusion I consider it very important to add the following: Many German employees of the Firm (of National Socialist convictions) were very dissatisfied because of this kind of treatment of the foreigners by Dr. M. Ilgner. They even made statements to me to the effect that Dr. M. Ilgner would get his deserts for this or that action of his.

Then came 1945. The front came closer and met the Oder. The branch establishment in Bugk had to be closed down. The question arose of whether provisions would also be made for the evacuation of the foreign workers. I went to Dr. M. Ilgner and explained the situation to him. Dr. M. Ilgner said: "Tell your people that they need not worry - I will take them all along to the West with their entire possessions." In the meantime I went to Berlin for a week. When I returned I found none of my countrymen in Bugk any longer. All had been taken to Bitterfeld with the first transports.

Later I hardly saw Dr. M. Ilgner anymore. He transferred his headquarters to Frankfurt a/M. While I was still in Bugk I was once invited to the company of Dr. M. Ilgner for a "wine evening" at his home, where political subjects were discussed among others. With complete frankness Dr. M. Ilgner criticized National Socialism and its errors. As a diplomat I very frequently came into German society of various grades and points of view, and I was able to make comparisons. Here I was again greatly surprised at Dr. Ilgner's frankness in political matters. As I have already mentioned, I reflected a great deal at the time on Dr. M. Ilgner's personality. Gradually I came to this conclusion: he was a Party member in order to keep his position, but in no sense as a result of his own convictions. His conduct was not at all in keeping with the doctrines of National Socialism.

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He was assuredly a good and perhaps even an idealistic German.

However, Dr. Ilgner also had his weak points: presumption and an urge to show his authority. But this was something more or less superficial, which may have a disagreeable effect on many persons (including myself). Behind this, however, always beat a human heart.

signed: Stasys Kuzminskas

Stasys KUZMINSKAS

Witness to the signature of the
said STASYS KUZMINSKAS

Signature:

51 High Street
Market Harborough
Leicestershire
England

Solicitor and Commissioner for oaths

I, the undersigned, Pièrre B a c h e l o t of
Maucombe Con St. Saëng (S.S.), born on 10 December
1917 in Maucombe,

am aware that I shall be liable to punishment if
I give false testimony on oath.

I declare on oath that my affidavit is the truth
and has been made in order to be submitted as evi-
dence to the Military Tribunal at the Palace of
Justice in Nuernberg (Germany).

Maucombe, 7 February 1948

(signed) Pièrre Bachelot

Seen for legalization of the signature of Pièrre
Bachelot made above.

Maucombe 7 February 1948

The Mayor
(signed) L. Bachelot

(Stamp)

DOCUMENT BOOK X - IIGNER No.168
EXHIBIT No. ..

- 2 -

While a prisoner of war in the years 1940/1945 I was employed in the agricultural enterprise of Dr.Ilgner in Bugk, near Storkow, in the province of Brandenburg.

I certify that I myself, as well as my comrades were treated particularly well by order of Dr.Max IIGNER.

Dr.IIGNER improved our regular diet by having us supplied with wine and tobacco, - something which was expressly forbidden by the German authorities. Furthermore, at the time when the transfers of camps took place, Dr.Ilgner took me to his own family in Wuerzburg, where I was completely free, - this in order to facilitate my repatriation to France.

In confirmation thereof I make this statement.

Maucombe 7 February 1948

(signed) Pierre Bachelot

Seen for legalization of the signature of Bachelot P. made hereon.

The Mayor
(Signature) L.Bachelot

(Stamp)

AFFIDAVIT

I, Dr. Fritz Ruediger, residing at Alsbach-Bergstrasse 10, have been duly warned that I shall be liable to prosecution if I make a false affidavit. I declare on oath that my testimony is the truth and that it was given to be submitted as evidence to the Military Tribunal at Nuremberg, Germany.

The Defense for Dr. Max Ilgner has shown me Prosecution Document No. FI-839, Exhibit 1311, with the remark that the Prosecution argued from this document that Dr. Ilgner must have been familiar with Ordinance No. 13 of the Plenipotentiary General for Labor Allocation of 1 November 1943 regarding the Maintenance of Order in Plants.

The document in question represents a memorandum of 12 May 1944 for Dr. Ilgner dictated by myself. From the middle of 1940 till the end of the war I was counter-intelligence officer for the I.G. Berlin N.W. 7 organization. The official duties I was charged with by the counter-intelligence department included advising the Betriebsfuehrer Dr. Max Ilgner of important official regulations which might concern the organization. To these belonged the Gestapo circular quoted in the above-mentioned Prosecution Document.

The conclusion reached by the Prosecution, namely that Dr. Ilgner was informed of Ordinance No. 13 of the Plenipotentiary General for Labor Allocation, is erroneous.

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The title only of this directive is quoted in the circular of the Gestapo, State Police Operations Hq. Berlin, which I reproduced. As appears from my note of 12 May 1944 submitted as a prosecution document, I myself neither attached the said Ordinance of the Plenipotentiary General to my note, nor did I state that this Ordinance was actually handed on to Dr. Ilgner. I personally had no knowledge of Ordinance No. 13, for its regulations did not apply to the I.G. Berlin N.W. organization which, as a purely office installation, did not employ any foreigners. Basically, in the capacity of counter-intelligence officer for I.G. Berlin N.W. 7, I was not informed of the Ordinances of the Plenipotentiary General for Labor Allocation because foreign labor was not included in the printed returns of works personnel requested of me by the counter-intelligence department.

Foreign artisans who, in 1944, were put temporarily at the disposal of the I.G. Berlin N.W. 7 organization by some plants, always remained, administratively and disciplinarily, employees of the I.G. Works concerned to which they returned on termination of the short-term emergency work with the I.G. Berlin N.W. 7 organization (clearing of air-raid damage construction of huts etc.).

(Signed): Dr. Fritz Ruediger

Sworn to and signed before me this 26th day of January 1948 at Frankfurt/Main by Dr. Fritz Ruediger, residing at Alsbach/Bergstr., Hahnleinstr. 10 known to me to be the person making the above affidavit.

Frankfurt/Main, 26 January 1948 (Signed): Dr. Walter Bechem.

AFFIDAVIT

I, Heinz Karl Fanslau, presently at the Courthouse prison Nuremberg, Germany, have been duly warned that I shall be liable to prosecution if I make a false affidavit. I declare on oath that my testimony is the truth and that it was given to be submitted as evidence to the Military Tribunal at Nuremberg, Germany.

I have been informed that, according to an affidavit by former SS-Obergruppenfuehrer Oswald Pohl, I am said to have worked satisfactorily together with Messrs. Max Ilgner and Wilhelm Marotzke for many years, and that, therefore, I am supposed to be in a position to testify in detail concerning them. The name Max Ilgner has become familiar to me only today, from the I.G. trial. I do not know him by sight even now. I still do not know Herr Wilhelm Marotzke - not even by name. How former Obergruppenfuehrer Oswald Pohl could make a statement to the contrary, is absolutely incomprehensible to me.

(Signed): Heinz Karl Fanslau
(Heinz Karl Fanslau)

Sworn to and signed before me this 5th day of November 1947 at Nuremberg by Herr Heinz Karl Fanslau, presently at Nuremberg, Courthouse prison, known to me to be the person making the above affidavit.

(Signed): Curt F. Freiherr von
Stackelberg
Attorney-at-Law

DOCUMENT BOOK X ILGNER

CERTIFICATE OF TRANSLATION

9 March 1948

We, John FOSBERRY, No. 20179, Gerta KANNOVA,
No. 20151, and George GOODMAN, No. 34789, hereby
certify that I am thoroughly conversant with the
English and German languages and that the above
is a true and correct translation of the Document
Book X Ilgner.

John FOSBERRY
No. 20179

Gerta KANNOVA
No. 20151

George GOODMAN,
No. 34789

Case 6
Defense

TRIBUNAL VI

CASE VI

DOCUMENT BOOK XI

(Supplementary Volume)

for

Dr. Max Ilgner

Submitted by
Dr. HERBERT NATH

Attorney-at-Law and
Defense Counsel

Lang



Index to Document Book XI
 (Supplementary Volume)
 for Dr. Max Ilgner

Doc. No.	Exh. No.	Contents	Page
171		<p><u>Ref: Ilgner Document Book I:</u> Affidavit by Dr. Wilhelm HAAS, assistant to the I.G. Verbindungsmann for China. After his dismissal from the Foreign Service in 1938 on account of his political unreliability and his marriage to a Jewess, the witness was employed by I.G. Berlin N.W. 7, Dr. Ilgner having succeeded, as a result of difficult negotiations with the Foreign Organization, in obtaining approval for the departure of the witness for China. "I have seen Dr. ILGNER's tenacity in face of opposition on the part of the Foreign Organization of the NSDAP, which was the expression of a warm personal interest, for the fact that I was able, on account of the generous provisions made for my stay abroad, to safeguard my family from persecution and hardship, with no fear that the tasks allotted me and the directions given me personally by Dr. Ilgner for my work would conflict with my strong opposition to the National Socialist ideology, of which Dr. Ilgner was well aware before it was agreed that we should work in collaboration."</p>	1-4
172		<p><u>Ref: Ilgner Document Book II: Pages 1-20:</u> Affidavit by Willi Helfert, Prokurist of I.G. Farben Berlin N.W. 7. The witness comments on Prosecution Document BI-10923, Exhibit 844, Document Book 46. Some of the departments quoted in this document did not, according to the statement of the witness, fall within the province of I.G. Berlin N.W. 7. The witness analyses expenditure and cites various liabilities which Berlin N.W. 7 was compelled to discharge. "The expenditure of the Berlin N.W. 7 Officecomprises only the expenditure for work the execution of which, in the interests of its export trade and of the procurement of raw materials, is essential to any major industrial enterprise."</p>	5-10

The relatively high expenditure for salaries and for the support of dependents merely indicates the effort made by the plant in the form of welfare work to signify their recognition of outstanding achievements or by way of help in cases of personal need."

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Ref: Ilener Document Book II, Pages 21-72:

Affidavit by Dr. Friedrich-Wilhelm FERNAU, specialist of the Economics Department (Vowi). The witness comments in detail on Prosecution Document 7493, Exhibit 860, Document Book 47. Even before he worked in the Economics Department, he had personal connections with the officials of the Industrial Armaments Staff (WIRueStab) of the OKW. The witness maintained these personal relations after his entry into the Economics Department, by means of occasional visits. "I never took advantage of these visits to settle problems of the I.G." "I was never commissioned by officials of the I.G., to settle any matter in independent negotiations with the Industrial Armaments Staff." The negotiations with the witness mentioned in the weekly reports of the Reich War Ministry (Doc. NI-7493) can have referred only to these private visits. During the war, the witness himself was officially posted to the Industrial Armaments Staff as a soldier. He therefore knows from personal experience how these weekly reports were compiled. "For lack of other events, the most insignificant telephone conversations or personal visits were stated to be "official negotiations" in order to simulate the highest possible degree of activity, in accordance with instructions. This knowledge of the inside workings of the military offices at that time is essential to any correct estimate of the value of the weekly reports of the Reich War Ministry." To illustrate this, the witness cites a number of examples from the Prosecution document.

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Ref: Ilsemer Document Book IV, Pages 1-58:

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|-----|--|-------|
| 174 | <p>Affidavit by Alfredo KOLL, Buenos-Aires, Deputy- I.G. Verbindungsmann for Argentina. Legal proceedings were taken against the witness in the years 1945-1947 at the instigation of the Argentinian authorities by the Junta de Vigilancia. All his activities from 1930 to 1945, including his work as I.G. Verbindungsmann, were investigated, and found to be in order. The witness received an official certificate to this effect, dated 24 June 1947, "which signifies that no proof exists of activity directed against the Allied powers." The witness has appended photostat copies of the various dispositions of the Junta to his affidavit.</p> | 16-24 |
| 175 | <p>Affidavit by Heinrich HOGANZI, Vicente Lopez, Argentine, I.G.-Verbindungsmann for the Argentine. The witness states that, in his capacity as I. G. Verbindungsmann, it was his duty to maintain contact between the various sales combines of the I.G. and to report on all questions influencing business affairs in the Argentine. He therefore followed closely such questions as the development of the products of the Argentine, fluctuations of the market, import statistics, the inviting of tenders and the founding of new enterprises within industry etc. "I took the relevant documents from the daily and periodical publications and from the monthly reports sent to the firm by the various banks with whom we dealt. In this, the reports sent by the National City and Eastern Banks to their clients were of particular value to me." The witness never had the impression that his work served any purpose other than the protection of the purely business interests of the I.G. For him, the system of I.G. Verbindungsmann was</p> | 25-32 |

"somewhat similar to the systems of long standing established on a considerably larger scale by other major firms such as Duperial, I.C.I., Standard Oil etc.etc.". In connection with Dr. Ilgnor's South American trip, the witness observes that Dr. Ilgnor endeavoured to establish the closest possible contact with the National City Bank" and our firm received instructions to give the above-mentioned establishment as much of our business as possible, a policy which we accordingly pursued."

The activities of the witness were likewise closely investigated at the end of the war. A certificate of good conduct was issued to him by the Argentinian authorities, which cleared him completely. The relevant documents have been appended by the witness to his affidavit.

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Affidavit by Dr. Wilhelm KLAS, Assistant to the I.G. Verbindungsmann for China. His duties in China consisted in the observation of the general economic situation, particularly the observation of fluctuations of the market, the currency situation, the development of industry and foreign trade, and, in addition, in the safeguarding of the business interests of the I.G. agencies in northern China, especially as far as financial questions were concerned. Beyond this sphere of activity, the witness never received commissions either from the I.G. Verbindungsmann or from any of the other I.G. offices. It should be noted in particular that he was never entrusted with espionage or propaganda work for the Third Reich. To all intents and purposes, his work as assistant to the I.G. Verbindungsmann came to an end in 1941.

The witness then comments in detail on Prosecution Document NI 7061, Exhibit 898, Document Book 48. In compiling his reports on the economic situation, he took into account the political situation of the country in so far "as this was necessary to a critical examination of the economic situation." In addition,

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In the years 1939 and 1940, the witness wrote several reports on the political situation, among them the report which forms the subject of the above-mentioned Prosecution document. The witness was not instructed to compile these political reports either by Dr. Ilgner or by the I.G. Verbindungsman. "On the contrary, I compiled them on my own initiative, in order to provide the reader with arguments against Ribbentrop's policy which in the last analysis envisaged the extension of the war to the Far East, by giving him an objective exposition of the weaknesses in Japan's policy of force. This aim is also clearly expressed in my report of 16 October 1939." These political reports were based solely on information which was accessible to everyone. As the witness was attacked for his defeatist attitude by national socialist circles on the grounds of these reports, he ceased to write them, of his own accord.

During the period spent by the witness in China for the I.G. he served as confidential agent (Vertrauensmann) of the Refugee Committee of the Oecumenical Church Council in Genf, in connection with the care of Protestant refugees of Jewish descent. In addition, he established a welfare service in Peking for destitute Germans persecuted under the Nazi Regime. The witness has appended certificates to this effect from the Oecumenical Refugee Committee, Genf and from Dr. Arthur F. Wright (Travelling Fellow Harvard Yenching Institute, Peiping), to his affidavit. The I.G.-Verbindungsman for China was aware of the witness' hostile attitude towards National Socialism and, in a general way, of his anti-Nazi activities, "without using this knowledge to influence in any way my post with the I.G., despite the fact that attacks were being made on me by the Party authorities."

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177	Affidavit by Dr. Werner Otto von HENTIG, former German Consul General in the U.S.A. The witness describes from personal experience the work of the United States and German Consulates in connection with the writing of economic reports. In this work, the activity of the Government offices of the other country was given friendly support by both parties. On the subject of the activities of I.G. agencies, e.g. in Columbia, the witness observes that the idea that these agencies were endeavouring to obtain information on the economic situation other than that which was made directly accessible to them, never occurred to him. "In my official capacity, I would most certainly have known if the I.G. Farben had received any commissions outside the sphere of their normal business activities."	42-44
255	Ref: Ilgner Document Book IV, pages 59-92: Affidavit by Dr. Guenther FRANK-FAHLE, who states that his connections with the OKW-Abwehr are in no way attributable to the activities of the I.G., but were of purely personal origin. The witness was a friend of Colonel Pickenbrock. "Herr Dr. Ilgner met Colonel Pickenbrock during the winter of 1941 or 1942, on the occasion of a dinner in the Deutscher Auslandsclub in Berlin. I believe that this was the only occasion on which Herr Dr. Ilgner met Colonel Pickenbrock."	45-47
178	Ref: Ilgner Document Book V, Pages 1-27 : Affidavit by Ernst Freiherr von WEIZSAECKER, former State Secretary to the Foreign Office. The witness comments on Prosecution Document NI 1556, Exhibit 2036. He welcomed Dr. Ilgner's efforts to establish an international economic agreement and therefore instructed him in April 1938 to tell Herr Muehl, Director of the Economic Department of the Foreign Office of his idea.	48-49

179	<p><u>Ref: Ilgner Document Book VI</u> Affidavit by Guenther SCHILLER, personal assistant to Dr. Ilgner from 1931 to 1936. He describes in detail the purpose and the course of the business trip to the Scandinavian countries undertaken by Dr. Ilgner in the summer of 1933. This journey was made in the interests of the I.G. export trade which was jeopardized by the foreign boycott of German products. During this trip, Dr. Ilgner publicly and clearly put before his hearers, the point of view of German Economy which was developing along international lines. "This had nothing whatsoever to do with propagan-da."</p>	50-54
180	<p>Affidavit by Dr. Kurt KRUEGER, Dr. Ilgner's Deputy in Berlin NW 7. He comments on Prosecution Document NL-1078, Exhibit 816, Document Book 45. The witness states that the general attitude of the I.G. towards requests that I.G. organizations be put at the disposal of certain Party schemes was "to undertake as little as possible on the one hand, while refraining from causing annoyance by obstinate refusal to comply with requests on the other." It was scarcely possible to refuse Amman's request mentioned in the Prosecution Document, as there was no remotely plausible reason why it should be refused. For the rest, the I.G. hoped "in this way to clear the way for a more rational attitude towards foreign trade, than that to which we had been accustomed in Party circles up to this time, particularly in the Party Press."</p>	55-56
181	<p><u>Ref: Ilgner Document Book VIII,</u> <u>Pages 1-58:</u> Affidavit by Hans CROON, who, as Chairman or chief member of the Foreign Trade Committees of the Industrial Economy Organization is well informed of Dr. Ilgner's activities in connection with the countries of South-Eastern Europe. He states that it was Dr. Ilgner's</p>	

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181 ctd.	constant aim to establish the economy of the Balkan countries on healthy foundations and an independent footing. When firms were founded, Dr. Ilgner always advocated that the majority of the shares remain in the hands of the industries of the country concerned. "In my presence, Dr. Ilgner frequently opposed the efforts of the central authorities in Berlin to override and dominate Germany's partner in commercial transactions."	57-63
182	Ref: <u>Ilgner Document Book IX, Pages 1-84</u> Affidavit by Guenther SCHILLER, being a supplement to the statements made by the witness Rottenberg under cross-examination conducted on 6 and 7 February 1948 before the Commission in Case 6 (Pages 6688 and 6696 of the Court Transcript). The witness states that he came into contact with Director General Pollak only in connection with business matters, that he kept the officials of the Credit Bank informed of his conferences with the afore-mentioned. The witness states, furthermore, that he considers it impossible that Kommerzialrat Roth should not have forwarded to the Credit Bank, I.G.'s offer of RM 3 Million for 36% of the share capital of the Skoda-Wetzlar-Werke.	64-65
183	Affidavit by Dr. Kurt KRUEGER, being an explanation of the expression "to howl with the wolves" used by him in the course of a cross-examination conducted by the Defense before Military Tribunal VI (Page 2971 of the Court Transcript). "To howl with the wolves" means "to pretend to be a wolf in the hope of deceiving the wolves into thinking that one is of themselves, thereby avoiding being torn to pieces." The proverb used by the witness is incorrectly used on Page 103 of the Prosecution Trial Brief.	66-67

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256	Affidavit by Herr BAESSLER, former office chief in the Office of the Central Committee of the I.G., Frankfurt. He gives the names and dates of retirement of those former members of the Vorstand of the I.G. who were still alive at the time when the charge was brought, but who were not indicted. 29 men are involved.	68-69
184	Affidavit by Dr. Max ILGNER on his absence from his headquarters in Berlin NW 7, in the years 1938 - 1940.	70-71
185	Affidavit by Dr. Max ILGNER being a correction of and supplement to his affidavit NI-6700, Exhibit 771, Document Book 17.	72-74
186	Affidavit by Dr. Max ILGNER, being a correction of and supplement to his affidavit NI-6544, Exhibit 377, Document Book 17.	75-79
187	Affidavit by Dr. Max ILGNER, being a correction of and supplement to his affidavit NI-6702, Exhibit 772, Document Book 17.	80-84
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189	Affidavit by Dr. Max ILGNER being a correction of and supplement to his affidavit NI-6713, Exhibit 512, Document Book 17.	87-91
190	Affidavit by Dr. Max ILGNER, being a correction of and supplement to his affidavit NI-6649, Exhibit 339, Document Book 17.	92-98

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191		Affidavit by Dr. Max ILGNER, being a correction of and supplement to his affidavit NI-6699, Exhibit 297, Document Book 17.	99-104
192		Affidavit by Dr. Max ILGNER, being a correction of and supplement to his affidavit NI-6348, Exhibit 1209, Document Book 65.	105-107

I herewith certify that all the documents contained in this document
book are exact copies of the documents submitted to the Court.

Nuernberg, 27 April 1948

Dr. Herbert NATH

Attorney-at-Law

Affidavit.

I, Dr. Wilhelm HAAS, Bremen, Oesterdeich 92, have been duly warned that I shall render myself liable to punishment for making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI at the Palace of Justice, Nuernberg, Germany.

I declare on oath the following:

From 1922 till April 1937 I belonged to the higher foreign service of the German Reich, finally as Legation Secretary and Chief of the Trade Department of the German Embassy in Tokyo. On 27 April 1937 I was retired permanently in accordance with article 6 of the "Law for the Reconstruction of the Civil Service" of 7 April/ 23 June 1933 by decree of the Reich Foreign Minister. The reason I was given for the measure was that I offered no guarantee for my wholehearted support of the National Socialist ideology and that I did not show the National Socialist symbols. My wife was considered a Jewess according to National Socialist terminology.

After my dismissal from office I left Japan for Germany in the summer of 1937, in order to make private economic contacts as a basis for earning my livelihood as an economic adviser ,

so that I could remain in Japan with my family and create the material circumstances necessary for the emigration from Germany of my parents-in-law, who were threatened by racial persecution, and could guarantee their livelihood in exile. Immediately after my arrival in Berlin Dr. Max I L G N E R, whose acquaintance I had made on the occasion of his study tour in the Far East with Dr. Paul LEDERER in 1934, sent word to me that he was prepared to employ me as an associate of the I.G. Farben in Japan, on condition that the Foreign Organisation of the NSDAP and in particular its party offices in Japan did not oppose the proposed employment. Dr. ILGNER explained that it was necessary to fulfil this condition, on the one hand in order to protect the I.G. against the Party and on the other hand to protect me as far as possible against further persecution by Party functionaries.

After I had returned to Japan and received there the verbal guarantee of the Regional Group Leader of the NSDAP, HILLMANN, that he would not oppose my intended employment in Japan, it appeared after my second return to Germany at the beginning of 1938, for the purpose of concluding a contract of association with the I.G., that the Foreign Organisation

of the NSDAP opposed my employment in Japan, owing to a sharply worded vote of dissent received from Regional Group Leader HILLMANN in the interim. After half a year of constant effort, which proved his warm sympathy for the dangerous situation of my family, threatened by racial persecution, Dr. ILGNER succeeded in inducing the Head of the Foreign Organisation of the NSDAP to tolerate my employment as an associate of the I.G. in Northern China. However, he had to promise this party official that he would hold me under contract not to travel in Japan. On 23 September 1938 an agreement concluded verbally on this basis between me and the I.G. on a relationship of association was confirmed in writing. At the beginning of 1939 I emigrated to China on the basis of this agreement. On this occasion, my wife and children had to use an emigrants' passport which excluded them from returning to Germany.

I owe it to the perseverance of Dr. ILGNER with the Foreign Organisation of the NSDAP, motivated by warm personal interest, that I was able to gain security for my family against persecution and want by means of a well-paid position abroad. This was done in such a way that I had no need to fear that the duties assigned to me and the instructions on my work given me by Dr. ILGNER personally

would bring me, into conflict with my own lively rejection of
National Socialist ideology of which Dr. ILGNER was well aware before
the contract of association was concluded.

Bremen, 2 March 1948

signed: Dr. Wilhelm FASS

Roll of Documents 261/1948.

I herewith attest and certify the above signature of Dr.
Wilhelm H A A S, residing at Bremen, Osterseich 92, whose identity
was established by me after seeing his official pass with
photograph, issued by the Chief of Police at Bremen on 14 January
1948.

Bremen, 4 March 1948

signed: Signature

1 S.

Expenses.

Para. 154 of the Regulation covering Expenses of 25 November 1935

Transaction value: 3 000.- RM

Fee Para. 144, 26, 39	4.- RM
Additional fee Para. 52, 53.....	"
.....	"
Total:	4.- RM

The Notary:

S.

Affidavit.

I, Willy HELPERT, residing at Ludwigshafen/Rhein - Friesenheim, Leopoldstrasse 25, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI at the Palace of Justice, and depose the following:

I was an employee of the I.G. Farbenindustrie Aktiengesellschaft from 1917 onward, or prior to the merger in 1925 of the Badische Anilin- & Soda-Fabrik, Ludwigshafen/Rhein. I belonged to the Central Finance Administration from the time of its establishment. In 1934 I was appointed Prokurist of the I.G., Farbenindustrie Aktiengesellschaft. From 1937 onward I was responsible Department Chief (V.A.), and from about 1940 onward I was also Betriebsfuhrers Deputy within the meaning of the Law for Regulation of National Labor. My position and my work for I.G. Berlin NW 7 over many years and the examination of the yearly reports of the Chemie - Revisions- und Treuhand- G.m.b.H., Berlin enable me to make the following statements:

With regard to the survey of the expenses of the Berlin offices for the period from 1933 till 1944,

it should be noted that this contains a whole number of offices which do not fall within the sphere of responsibility of Berlin NW 7.

They are the following offices:

Sekretariat Geh.Rat Dr. SCHEMIZ

Vermittlungsstelle W

Vermittlungsstelle North

Office (Bureau) A

Special Questions KRAUCH

Office GATTINEAU.

If the expenses for these offices are deducted, the following expenditure results for the Berlin NW 7 offices for the period from 1933 till 1944:

equal to % of the
gross proceeds of
the years concerned

in 1933	approximately	RM 1.130.000.-	0.7
in 1934	"	RM 1.667.000.-	0.95
in 1935	"	RM 2.181.000.-	1.1
in 1936	"	RM 2.783.000.-	0.92
in 1937	"	RM 4.013.000.-	1.1
in 1938	"	RM 5.678.000.-	1.54
in 1939	"	RM 5.955.000.-	1.13
in 1940	"	RM 6.442.000.-	1.12
in 1941	"	RM 6.731.000.-	0.96
in 1942	"	RM 6.370.000.-	0.77
in 1943	"	RM 6.969.000.-	0.80
in 1944	"	RM 8.277.000.-	1.50

During 1944 the increase in costs to 1.5 % of the gross proceeds is to be attributed to the steep decline in production and thus in sales, which was caused by war damage. The gross proceeds during 1944 have fallen short by about 40 % as against 1943.

In each year the share of salaries in the total cost amounted to more than 40 %. It should be taken into consideration that from 1939 onward this includes voluntary payments granted in aid of men drafted to military service and/or their families, which amounted to 25 % of the salary, or 10 % of the total expenses.

During the war years 1943/44 about RM 500.000.- each were spent in preparing emergency production plants (Knehdien, Bugk, Erdmannsdorf, Bohnitz etc.) (Ausweichstellen), which are included in the total expenses.

Furthermore, the Berlin offices were charged by Frankfurt with an appropriate share for social welfare expenses (pensions, contributions for aid etc.), which amounted at an average to 12 - 14 % of the total sum for salaries or to 5 - 7 % of the total expenses.

As to taxes, the Berlin offices were also charged via Frankfurt with large annual amounts, for instance:
in 1942 with about RM 880.000.- (equal to approximately 14 % of the total expenses)
in 1943 with about RM 1.052.000.- (equal to approximately 15 % of the total expenses).

The total amounts for each year include considerable expenditures for rent exceeding RM 750.000.- annually. These were special additional expenses of the I.G. plant in Berlin NW 7, which was located in a building not belonging to I.G., in a part of Berlin known for its extremely high rents.

The general administrative staff of the NW 7-offices - originally small - i.e. the Personnel Department and Administrative Department (for instance mailing, messengers' centre, attendants, chauffeurs, kitchen staff) had to be considerably increased when later on owing to shortage of space in the uneconomically utilized old-fashioned office building Unter den Linden 78 different departments were housed in different buildings (Brunnenstrasse and Kochstrasse) and at the same time these houses had to be provided with their own messes and domestic staff. The considerable additional expenses for this were distributed among all departments of the NW 7-offices and are thus included in the over-all expenses.

If we deduct the sums, included in the over-all expenses, on the amount of which we could not exercise any influence in so far as they were charged to our account on the basis of the procedure adopted by Frankfurt, or the amount of which was dependent on local conditions (for instance rent, cost of administration), and also payments for purely charitable purposes (contributions in aid of staff members drafted to military service

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and/or of their families), the following expenses are shown for the years 1933 - 1944 for the I.G. Berlin NW 7 :

Year	Expenses RM	Percentage on the gross proceeds
1933	872.000.-	0.53
1934	1.152.000.-	0.66
1935	1.568.000.-	0.78
1936	2.100.000.-	0.69
1937	2.979.000.-	0.81
1938	3.964.000.-	1.08
1939	3.491.000.-	0.66
1940	4.107.000.-	0.71
1941	4.032.000.-	0.57
1942	3.640.000.-	0.44
1943	3.946.000.-	0.45
1944	4.787.000.-	0.86

All functions of the I.G. plant in Berlin NW 7, before the formation of the Berlin offices, were attended to by the individual works or sales combines and were centralized only for purely economic considerations. Thus the expenses for the I.G. offices in Berlin NW 7 do not constitute new expenditure, but expenses merely shifted from the factories or sales combines to Berlin NW 7. The expenditure

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for the I.G. offices in Berlin NW 7 does not constitute, as the Prosecution tries to assert, the financing of an espionage centre, but involves solely the cost of functions necessary to every large industrial enterprise in the interest of its exports and the procurement of raw materials. The comparatively high expenditure for salaries as well as for welfare support only bears witness to the attitude adopted by the management in appreciation of extraordinary efficiency or in order to meet personal distress.

Ludwigshafen on Rhine, 4 March 1948

signed: Willi Helfert

I, herewith certify the above signature of Herr Willi Helfert, Ludwigshafen on Rhine-Friesenheim, Leopoldstrasse 25, whose identity was ascertained by me, Dr. Karl Ackermann.

Ludwigshafen on Rhine, 4 March 1948

signed: Dr. Ackermann

Notary.

Seal

A F F I D A V I T

I, Dr. Friedrich-Wilhelm FERNAU, born 22 April 1913 in Goerlitz, living in Stuttgart S, Baurstr. 69, have been duly warned that I shall render myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence at the Military Tribunal No. VI, in the Palace of Justice in Nuremberg. I declare the following:

I make the following declaration concerning Document NI-7493, Exhibit No. 660 of the Prosecution which was submitted to me by the Defense:

From November 1937 to April 1941, I served as a specialist for the affairs of the Middle East and of Africa in the Economics Division (Vowi) of the I.G. in Berlin III 7. There I was the subordinate of the chief of a sub-division. The head of the entire department was Dr. REITHINGER. I had already had personal relations with the officials of the Office for War Economy and Armaments (Kriegswirtschaftsstab) of the High Command of the Army, before the period of my activity with the Vowi, arising from the fact that in 1936 I had written a dissertation on the subject of "The Orient in the British Empire" and had been looking for a professor who would accept this work as the preliminary for my doctor degree. At that time I was

directed to the University Teacher, Major Dr. HESSE, who was interested in the theme and accepted my thesis. I owe it also to Dr. Hesse that I could finish my studies, which I could not have done without his help, since at that time I found myself in great financial distress. From this time, despite our divergent political views, there existed a personal friendship with Dr. Hesse. Owing to Hesse's intervention, I was employed for several months in the WIRueStab as an assistant statistical clerk and as a result, formed some personal connections with this office.

After joining the Vowd in November 1937, I kept up these personal relations with some individuals of the WIRueStab through occasional visits. The "negotiations" which are mentioned in the weekly bulletins of the Reich War Ministry (Document NI-7/93) can refer only to these personal visits of mine. I never carried out commissions for the I.G. on these visits. Only occasionally, I handed over to officials of the WIRueStab, with the knowledge of my superiors at the I.G., some reports prepared in the Vowd, which was nothing extraordinary, since everybody who was interested, German or foreigner, could obtain the reports of the Vowd if he so desired. I was never entrusted by officials of the I.G. to negotiate independently with the WIRueStab. At the end of

August 1939, I accompanied Dr. REITHINGER and Dr. JOHN, of the Vowd, when they visited the WiRueStab and was present at their negotiations.

The excerpts from the weekly bulletins of the Reich War Ministry (Doc.MI-7493) presented to me, attach far too much importance to the discussions which I had at that time with the gentlemen of the WiRueStab. Since I was myself assigned during the war (1941/42) as a soldier to the Middle-East-Division of the WiRueStab by military order, I can explain from my own experience how the authors put their reports together. For want of other events, often the most unimportant telephone conversations or personal visits were declared as "official actions" in order to pretend in accordance with orders the liveliest activity possible. This knowledge of the internal office activities of the military agencies of that period is essential, in order to evaluate correctly the weekly reports of the Reich War Ministry. I quote some examples from the submitted documents:

In the spring of 1939, I had finished the work on a lecture on oil supply and oil politics of the British empire. I would emphasize that this represented a personal effort of my own, which had nothing whatsoever to do with my activities in the I.G. I certainly discussed it with officials of the WiRueStab, which later led to ^{an} entirely exaggerated article in the weekly reports, under the title, "Discussion with Dr. FENNAU concerning the supply

of Oil to the British Empire" (this relates to the report of 23 March 1939). I would add, by the way, that the lecture was at that time published in full in a magazine,

The expression, "handed over a work" which frequently recurs in the weekly reports, does not mean anything other than giving them a VowI-paper. The same applies to a note which appears in the weekly report of 14 June: "Discussion on the use of and evaluation of the archives and the library of the I.G.Farben." "Archives and the Library are, according to a statement by Fernau, always at the disposition of the W-Stab." This means nothing else but the statement which I made at that time, namely, that the archives of the VowI -- as was actually the case -- were open to anybody in Germany or abroad. The VowI had attained to a large degree the characteristics of a World Economics Institute.

The passage under date of 14 June, "Delegato of Lieutenant Colonel Dr. HESSE to the Meeting of the Institutes for Military Sciences" conceals nothing further than the fact that Dr. Hesse asked me, as his friend and not as an employee of the I.G., to attend the meeting and to report on it to him, as he could not go himself. The I.G. had nothing whatsoever to do with this matter.

To summarize, I declare that the statements contained in the weekly reports of the Reich War Ministry may be falsely construed if taken at their literal value.

From my activity for the Countries Department of the Vowi, I can add that in any case the WiRueStab has certainly never obtained any confidential information concerning the field of my activity. Moreover, during my activity for the Vowi, I had worked only with those sources of information which were available to every private individual; I never saw any kind of confidential information concerning foreign nations. I have also never heard anything about such matters.

Stuttgart, 27 February 1948.

signed: Dr. Friedrich-Wilhelm FERNAU

I herewith certify the above signature of Dr. Friedrich-Wilhelm FERNAU, Journalist in Stuttgart-S, Baumroute 69, who has identified himself with the identification card of the Police Presidency Stuttgart, dated 31 October 1946.

Stuttgart, 27 February 1948.

signed:

Signature
Notary Public.

Stamp:

No. of the Register 28/1948

Value: 3000.- RM.

Fees: Paragr. 39 RKO

Turnover Tax

4.-- RM

--.15 RM

Total:

4.15 RM

signed: Signature
Notary Public.

Alfredo E. Moll
San. Martin 235
Buenos Aires.

Buenos Aires, 24 February 1948

Dr. M. Vinassa
Attorney-at-Law
Bollwerk 19
B E R N

Dear Dr. Vinassa,

Your letter dated 5 February 1948, addressed to Mrs. Elsa Carlota L. de Homann, was sent to me for information. I also received a copy of a letter to the I.G. liaison officers (Verbindungsmaenner) which makes it clear on which points in your defense of the I.G. officials in Nuernberg you want me to state my opinion.

To begin with I should like to state: that I, ALFREDO EDUARDO MOLL, born in Buenos Aires on 14 September 1903, shall render myself liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice at Nuernberg.

The accusations which are made against the I.G. officials, are known to me, as similar questions and accusations were also raised against me during the proceedings lasting two years instituted by the "Junta de Vigilancia y Disposicion Final de la Propiedad Enemiga" at the instigation of the Argentinian authorities.

On 19 December 1945 I was informed of the official Resolution No. 447 of the Junta de Vigilancia, which was made on 6 November 1945 at the instigation of the American/Argentinian Committee. Mr. Hector Albert Colombo was appointed Official Investigator, and it was his task to investigate thoroughly my activities and transactions from 1930 until the end of 1945 (Photostat copy of the letter dated 19 December 1945 is enclosed).

On 24 June 1947 the same Junta de Vigilancia made another resolution under the Number 3322, according to which neither my firm nor I myself was affected by the Decree of the Argentinian Government No. 11.599/46, which means that no offenses had been committed by me against the Allies (Photostat copy of the letter dated 24 June 1947 is enclosed).

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As the questions and interrogations to which I was subjected deal mainly with the questions asked by you, I take the liberty of sending you a photostat copy of the questions which I was asked and the answers which I gave. The relevant documents are also at your disposal in case they should be wanted. All documents are attached to the record of the official investigation which was made here.

With reference to the individual specific questions concerning Dr. Ilgner, I should like to state that I accompanied him during the greater part of his South American journey through Argentina (my home country), Uruguay and Chile. To my mind, the purpose of his journey was to study the South American countries in order to determine in which fields an active participation by the I.G. Farbenindustrie would be vital to their business interests, in view of the fact that it was becoming more and more obvious that English Imperial Chemical Industries Ltd., London, and Dupont de Nemours, Wilmington, were launching a real offensive in the La Plata States. In my capacity as confidential agent (Vertrauensmann) for various international cartels in Argentina, in which Swiss, French, English, and to a considerable extent, American industry were largely interested, I was able to see how intricate and interwoven the ramifications of the chemical interests of these countries were.

During his stay in Argentina Dr. Ilgner and I went to see the leading officials of the National City Bank of New York, the Standard Oil, Dupont, and I.C.I.; we also visited Argentine Government authorities and trade and industrial circles. He also contacted the official German agencies. Being an Argentinian I was not able to find out what Dr. Ilgner's relations to Party authorities were.

My own business activities after Dr. Ilgner's journey were a proof to me, as well as to the Argentine authorities who investigated my transactions, that I, in my capacity as I.G. "Verbindungsmann", had to deal purely with business matters. Various proofs for this can be found in the enclosed original documents.

As for myself, I joined the I.G. branch, ANILINAS ALEMANAS S.A., on 1 September 1926 in Buenos Aires. My father, an Argentinian, also worked there as a director, as his own firm had formerly represented the Badische Anilin- & Soda-Fabrik, Ludwigshafen/Rhine. After periodical visits to Frankfurt I was appointed deputy manager in 1934 and manager of the ANILINAS ALEMANAS S.A. in 1939. After war broke out I went to Europe (Italy, Switzerland) in order to establish new connections and sources of supply for our firm, and after two journeys to all the South American countries, I remained in the U.S.A., with the official approval of the American Government, as buyer for all South American firms. For private business reasons I left the I.G. Farbenindustrie in July 1941 and also

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severed my connections with Anilinas Alcanas S.A. Since
17 October 1941 I had no connections either direct or indirect
with I.G. or any of its subsidiaries.

Yours faithfully

signed: A. Moll

I hereby certify that the above signature "A. Moll"
was made before me by Senor Alfred Moll, who is per-
sonally known to me.

Buenos Aires, 4 March 1948

Stamp
1.642338
of the Argentine Republic.

l.s. signature
Stamp

E X C E R P T

from the enclosure to a letter by ALFREDO E. MOILL,
dated 24 February 1948.

Ministry for Foreign and Cultural Affairs.
Committee for the Control and Liquidation
of Enemy Property.

Buenos Aires, 19 December 1945

Mr.
ALFREDO E. MOILL,
San Martin 235
Buenos Aires.

I have the honor to inform you that the Committee of Control,
with resolution No. 447 of 6 November of this year, decided
to carry out an investigation of your activities in order to
clarify your position with regard to the decree No. 7032/45.

The bearer of this letter, the auditor Mr.
HECTOR ALBERTO COLOMBO, has been entrusted to carry
out the above-mentioned investigation.

Very truly yours,

Signature:

FERNANDES T A H O A D A

ANDRES FERNANDES T A H O A D A

(Stamp)

(page 1 of original)

.....On the twentysixth of February in the year one Thousand nine Hundred and fortysix, Sr. Alfredo R. Molli appeared in Buenos Aires, before the Committee for the Control and Liquidation of Enemy Property, Calle Cordoba No. 731, and made the following statement to the official auditor, in answer to the questions put to him:

1. At what time did you receive the power of attorney from the I.G. ?

- I received the power of attorney from the I.G. on 1 February 1938.

2. For what purpose did you obtain this power of Attorney?

- In order to represent the I.G. with the Central-Government for business concerning the Fabrica Militar de Polvera-Villa Maria-Cordoba-y Acido Nitrico Sintetico Rio 3^o. I also used it in December 1939 to support a claim at the National City Bank of New York, Buenos Aires Branch, for a lien which was given to the said bank by the I.G. for merchandise deposited with the Anilinas Alemanas S.A.

3. At what time did you relinquish it ?

- I gave it back on 17 October 1941.

4. What were your reasons for giving it back ?

- In order to separate myself completely from the I.G. and the Anilinas Alemanas S.A. and to be able to work for my own account with the United States.

5. Did you ever receive any compensation for your services as holder of the Power of Attorney ?

- In addition to the amounts which I received from the Anilinas Alemanas S.A. (annually \$ 28,000), I received from the I.G. as an extra compensation for services which I had rendered (see letter dated 21 March 1938) an amount of \$ 3,000.

6. Did your separation from the I.G. take place as a result of your own wish or was there an oral or written agreement ?

- In July 1941, I sent to the I.G. a cablegram in which I notified them of my resignation due

to my own wish.

(page 3 of original)

.....the various branch managers possessed it.

18. Did you belong to the group of confidential agents (Vertrauensleute) of the I.G. in the Argentine Republic who had to inform Berlin NW 7? (Verbindungsmannner).

- From 1937 on I belonged to a group of confidential agents of the I.G. whose task it was to inform Berlin NW 7, and this lasted until 31 December 1939.

19. In what did their activity consist ?

- My activity consisted in sending reports to the sub-division for Economic Investigations, i.e. reports concerning economic policies and Economics. In particular I dealt with everything which concerned Villa Maria and Rio.

20. Who was the chief in Europe ?

- Dr. Max Ilgner, head of the Berlin office NW 7 and member of the Vorstand of the I.G.

21. What position did you occupy in this group?

- I had the third highest position, the office of the second deputy.

22. What remuneration did you receive for this activity?

- Apart from the \$ 5,000 which I already mentioned I received no remuneration.

(page 4 of original)

23. Do you engage in this activity at the present time ?

- I am no longer active; I gave it up on 31 December 1939.

24. What was the purpose of Berlin NW 7 within the I.G. ?

- Berlin NW 7 was the financial center, where the financial policies of the I.G. concern were determined with respect to banks, insurance, participations in other companies, and so on, where economic investigations were carried out in order to determine the trends of the commercial policies which the company should follow and the trends which influenced their general business.

25. Have you been or are you a member of the German National Socialist Party (in Argentine) or of one of its affiliations of German origin, such as "Arbeitsfront", Ortsgruppe", "Landesgruppen", Auslandsorganisation",

"Aufklärungsausschuss" and the like ?

- I did not belong to any organisation of German origin. I only contributed to the collections for the "Winterhilfswerk" (winter help for the needy" which were organized in this country for the purpose of helping Germans in Argentine, who were allegedly in distress. My last contribution was donated to the collection in 1939.

26. At what time did you begin to work for your own account ?

- I set up for my own account on 21 November 1941.

(page 6 of original)

.....
38. Please explain what the two "MOLL" files mentioned by you in your letter of 29 September 1987 to Herr Frank-Fahle were about.

(page 7 of original)

- They deal with notes which I wrote to Herr Frank-Fahle about my complaints due to insufficient compensation for my services in the Anilinas Alemanas S.A., as well as the difficulties resulting from the increasing activity of the National Socialist Party in the Argentine, and the fact that I was not a German and did not belong to any of the Party organizations. These notes were about the talk I had at the beginning of 1937 with Dr. J. Overhoff and Dr. G. Frank-Fahle, when I referred to complaints which I had made and said I wanted to resign. I withdrew my resignation when both gentlemen asked me to do so and when they promised to fulfil my wishes.

(page 7 of original)

42. Give particulars as to your activities in the following enterprises and with others which are not mentioned here.

a) Anilinas Alemanas S A. Buenos Aires.

(page 9)

.....

b) Power of Attorney holder in the I.G. Farbenindustrie A.G. This was given on 1 February 1938 (registered before the notary Guerrico on 27 June 1939) in the agency required by the I.G. because of the license granted to establish the nitric acid factory at Rio 3 and the powder factory of Koeln-Rottweil at Villa Maria-Corboda. For this work I received \$ 5000.- according to letter of 21 March 1938. In January 1938 I transferred this power of attorney to Herren Kurt FLINCH and Ludwig SPRUNG. These gentlemen asked me in their letter of 16 July 1941 to continue to hold it until they received direct powers from the I.G. I finally relinquished the power of attorney granted to me by the I.G. before the notary H.GUERRICO on 17 October 1941.

(page 15 of original)

..... The document in question was drawn up in order to carry out resolution No. 447 of the Committee for the Control and Final Liquidation of Enemy Property.

It is agreed that Senor Alfredo E. MOLL will receive a copy of this original.

Ministry for Foreign and Cultural Affairs
Committee for the Control and Liquidation
of Enemy Property.

Buenos Aires, 25 June 1947

The Committee for the Control and Final Liquidation of Enemy Property passed in its session to-day the following resolution which is recorded under No. 3,322:

In view of the fact that the minutes No. 11,947 -M-47 and the previous documents No. 100,008;106,448-f-46 concerning the investigation of the firm Alfredo E.MOLL carried out according to Resolution No.447, do not appear to be contained in the regulations of decree No.11,399/46, and in consideration of the information obtained the Committee for the Control and Final Liquidation of Enemy Property resolves:

Paragraph 1) The investigation into the assets of the firm Alfredo E. MOLL, decree by order No.447, is declared concluded and the minutes are incorporated into the archive. .

Paragraph 1) It is reported etc.

Certified true copy.

Lucio A. GRAHAM

Chief Clerk Round Stamp

I, Robert HOFFMANN, Civ.No.20162, hereby certify that I am a duly appointed translator for the Spanish and German languages and that the above is the true and correct copy of the document.

Munich, 27 April 1948

signed: Robert HOFFMANN
Civ.No. 20162

Heinrich HOMANN

Vicente Lopez F.C.C.A.

Gaspar Campos 468 25 February 1946

Dr. W. VINASSA, Attorney at Law,

Bollwerk 19

E a r n

Dear Dr. VINASSA,

On my return from a journey into the interior of the country I found your kind letter of 23 November of the last year. It appears to have been sent by ordinary mail due to some mistake and so was much too long on the way. My wife immediately acknowledged its safe receipt and received in the meantime your reply on the 5 inst, following which I immediately contacted Senor Alfredo MOLL in the same matter.

As to the points on which the former I.G. Verbindungsmaenner are asked to give their views in the defense of the I.G. officials accused at Nuernberg, I, Heinrich HOMANN, born on 21 August 1895 at Altona, state that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice Nuernberg.

For my part and on behalf of my colleagues I most emphatically reject the accusation that the representatives abroad of the I.G. and in particular the I.G. "Verbindungsmaenner" were actually nothing but camouflaged espionage agents working for

the Nazis.

I was never anything but a merchant, as is proved by the following short curriculum vitae: After I had completed my apprenticeship with the firm Rudolf LIEFMANN & Co., Hamburg, import and export merchants, I went to Spain at the beginning of 1914. I worked there for various firms until I was able to return to Germany in December 1919 after the end of the war. As I did not like it there I returned to Spain and worked there in my former position until the end of 1920. On 1 May 1921 I was taken on by the firm Farbenfabriken, formerly Friedr. BAYER & Co., Leverkusen. After a suitable training I was sent to Columbia via New York in January 1922, in order to establish there a BAYER sales organization together with Herr Otto KEMLER, who was out travelling sales agent at that time. I worked for BAYER in Columbia until the middle of 1929. As I had expressed the desire not to be forced to return to Columbia again I remained in the Central Office Leverkusen until February 1930, and was sent from there to Argentina in March 1930 in order to take over there the management of the then firm La Quimica Industrial BAYER Moskott y Cia Buenos Aires. I was employed in this capacity - except for the periods when I went on vacation trips - until 13 August 1945, that is the day when the Argentinian government seized the BAYER branch here.

The BAYER Company Inc. 170, Varickstreet, New York, is in a position to give exhaustive information concerning my activities in South America.

I was appointed Deputy I.G. Verbindungsmann on 22 July 1937 according to the letter of the I.G. Farbenindustrie A.G. - Berlin N.W. 7. However I had scarcely anything to do with Berlin N.W. 7 apart from occasional discussions with the official Verbindungsmann, Herr BRUEGMANN, or his acting deputy senior Alfredo MOLL.

After the retirement of Herr BRUEGMANN in May 1939 in view of the fact that I was Senior manager of the I.G. sales organizations there I was appointed official I.G. or Zefi Verbindungsmann. From that time on I was responsible for the reports, although I had no special instructions as to how to do it. My work consisted in maintaining contact between the Sales Spheres Pharmaceuticals - Dyes stuffs - Photographic Materials - and the Firm Geco and in reporting on all questions which could affect the Argentine business. Consequently I kept myself informed of the development of Argentine products, the quantities produced, prices and exports, as well as price variations, import figures, large competitive biddings, establishment of new industrial undertakings, bankruptcies etc.

I gathered the data from papers and periodicals, as well as from the monthly reports sent to the firm by the various banks with whom we did business. Of special value to me were the reports sent to the customers of the National City Bank and Boston Bank.

I also procured the annual reports published by the various Chambers of Commerce, and statistical surveys of the Argentine authorities concerning exports and imports etc., as far as they were accessible to the public, and sent them to the office of the Commercial Committee in Berlin N.W. 7.

The activity described above was severely restricted at the outbreak of war in September 1939, when the mail communication with Germany became more and more difficult.

As can be seen from the reports on the other side, involved very little additional work to my activity as I.G. Verbindungsmann. There was no special office or special personnel. Indeed, my secretary also wrote my reports in addition to her other work and received for it paper pesos 50.- (equal to U.S. \$ 2.50) monthly, which was charged to the account of Berlin N.W. 7.

I could have no idea that my work as I.G. Verbindungsmann served any other purpose than the actual business interests of the I.G. I considered this organization of the Commercial Committee of the I.G. Berlin N.W. 7 to be somewhat similar to what other large firms such as Duperial, I.C.I., Standard Oil etc. had been doing for a long time and on a considerably large scale.

The position of an I.G. Verbindungsmann did not carry with it any other special obligations. Least of all was I compelled to maintain any special relationship with the German authorities and party offices.

As far as the meetings with the managers of the other Sparren were concerned in order to lose as little time as possible, I arranged for those to take place at the week by luncheon parties.

As to Dr. ILGNER's visit to Argentina it is unfortunate that I am not in a position to report on it in detail, because I happened to be on vacation in Germany at that time (May 1936 - November 1936). But I was told the following:

Dr. ILGNER saw all persons of importance, not only in German business and society circles, but also the big Argentine and foreign firms, banks etc. He made a special effort to foster the closest possible relations with the National City Bank. Our firm was instructed to give as much business as possible to this bank, and we adhered to this order.

Dr. ILGNER also took the opportunity of getting the party offices here to settle the constantly recurring difficulties with the Auslandsorganisation thus saving the managers of the firm a great deal of annoyance. Small presents, such as of literary works, Arfa cameras etc. were made in order to further his efforts. In certain respects his handling of the Auslandsorganisation was successful, for the I.G. agencies were more or less left to themselves where major problems were involved.

Dr. ILGNER's favourite theme was that Argentina should be given every support in her efforts towards industrialization, because he considered this to be the only way the I.G. could continue to do business, viz. by supplying raw materials and semi-finished products.

I take the opportunity of sending to you attached a photostat of a "Certificado de buena Conducta" (Certificate of Good Conduct) issued by the Policia Federal on 30 April 1947 in order to be submitted to the Junta de Vigilancia y Disposicion Final de la Propiedad Enemiga.

On the strength of this certificate of good conduct the restrictions on my capacity were removed on 29 September 1947 after all other data as to my character were examined and found to be in order. I also attach a photostat of the document concerned.

Very truly yours

signed: Heinrich HOMANN

2 photostats

(Original Attestation in Spanish:)

Buenos Aires, 5 March 1948

I herewith certify that Senor HEINRICH HOMANN is personally known to me and gave appended the above signature in his own hand.

signed: Dr. Jorge H. GUERRICO

Notary

Ilgnor Document No. 175

Exhibit No. ...

ARGENTINE REPUBLIC
MINISTRY OF THE INTERIOR
FEDERAL POLICE

No. 27582

CERTIFICATE OF GOOD CONDUCT

I hereby certify that the conduct of Senor Heinrich Homann, who has proved his identity by his registration card No. 1484564 issued by the police authorities of this city, and whose signat and thumb mark taken from the right hand appear below, is such as to merit this testimonial, which has been granted to him at his request and for the purpose of presenting it to the Junta de Vigilancia (Security Authorities).

Buenos Aires, 30 April 1947

(Ask for registration card)

Nicolas Ruggiero

Police Inspector

Chief of Personal Documents Department

sgd: Heinrich Homann

Clas. Dact. V4444 I 2323

Right Thumb
Mark

Ilgner Document No. 175

Exhibit No. ...

Buenos Aires, 29 September, 1947.

WHEREAS

the antecedents contained in Dossier No. 14307 relating to the case of Senor Heinrich Homann, investigated in accordance with the regulations of Decree 11.599/46 have, according to the explicit and favorable opinion of the acting investigator, Revenue Department, Official Auditing and Management Department, been found satisfactory.

The Commissioner for the Liquidation
Office for the Control and Liquidation of
Enemy Property

RESOLVES :

- Article 1. That Senor Enrique Homann be stricken from the list of persons with blocked assets.
- Article 2. That communication be made etc.

Resolution No. 198

Certified true and correct copy:

FLORENCIO E. MAGALLANTES

SOUTH - Chief Clerk

EMILIO H.C. DE LODOV

General Administrator

JUAN ORNETE

Commissioner for the Liquidation.

1 Stamp

A f f i d a v i t .

I, Dr. Wilhelm Haas, Bremen, Osterdeich 92, after having been warned that I shall be liable to punishment for making a false statement, herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI in the Palace of Justice at Nuremberg.

I herewith state the following under oath:

In accordance with a verbal agreement concluded with Dr. Max Ilgner, I joined the I.G. Farbenindustrie A.G. Berlin NW 7, as a collaborator in September 1938. My tasks were laid down by the I.G. in a letter addressed to me on 22 September 1938 as follows:

"Your permanent residence will be Peking or Tientsin. You commit yourself to send currently to our company all those records and information, the knowledge of which is necessary for a correct judgment of the industrial and general economic development of North China, and for a possible German intervention in the industrialization of that territory. You furthermore commit yourself to carrying out all orders which will be given to you by us in the interests of our firm. These tasks may

require your presence in any place of North China. Occasional visits to Shanghai and Central China might also be necessary. Definitely excluded however are journeys to Japan."

An expansion of the above mentioned sphere of tasks was neither contemplated at the time of the conclusion of the agreement, nor did any such take place later. On the contrary, owing to the outbreak of war in Europe and later on in the Pacific, the tasks were restricted, so that my activity for the I.G. came essentially to an end in 1941, even although my agreement with the I.G. remained valid until 1945.

Before I took up my activities in China in March 1939, Dr. Ilgner arranged that I should receive my instructions through the I.G. liaison official in China, Herr C.G. Gadow, Shanghai, and that I should assist him in his capacity as liaison official.

The tasks which were given to me by the I.G. liaison official included

- a) the general observation of economic conditions, in particular, observation of the market fluctuations, the currency situation, the industrial development and the export of occupied China, as well as the current reporting on these matters to the I.G. liaison official; I discontinued these reports in the beginning of 1942, as

they threatened to bring me into conflict with the Japanese Counter Intelligence regulations.

b) guarding the business interests of the I.G. representatives in North China, in particular their financial freedom of movement against restrictive measures of the Japanese occupation regime and its dependant Chinese agencies; after the outbreak of war in the Pacific the possibilities of exercising any influence became very small, owing to war economic measures, and eventually ceased altogether.

Outside of the territories named, I received no orders either from the I.G. liaison official or from any other I.G. agency. In particular, neither Dr. Ilgner nor any other I.G. office ever expected of me to carry on espionage or propaganda for the Third Reich, nor did I ever see any indication that Dr. Ilgner expected such things of the liaison officials for China and Japan.

The defense has shown me the prosecution document, Exhibit 898 Document No. 7061, which contains a political report by me, dated 18 October 1938, from Shanghai. In this connection I state the following:

Within the scope of my economic reports, I wrote reports in 1939.-1941 concerning the general situation which, until 1940, took into consideration the political

situation in so far as was necessary for the appreciation of the economic situation. From 1939 - 1940 I furthermore wrote altogether about six or seven reports on the political situation, one of them being the above mentioned report. Neither Dr. Ilgner nor the I.G. liaison official invited me to make these political reports; I acted on my own initiative, in order to furnish the readers, by objective presentation of the inner weaknesses of the Japanese power policy, with arguments against Ribbentrop's policy, which latterly aimed at extension of the war to the Far East. This tendency is also clearly shown in my report dated 18 October 1939. - For my political information I had only the sources at my disposal which were available to everybody. As my views on the political situation were known in national-socialist circles in Shanghai and gave occasion for personal attacks against me on account of a "defeatist" attitude, I discontinued the political reports, even within the economic reports, at the end of 1940.

The allegation of the prosecution that the activities of the I.G. liaison officials and their assistants included propaganda for the Third Reich, causes me to make the following statement regarding my attitude from 1939 - 1945 :

In my capacity as confidential agent (Vertrauensmann) of the Refugee Commission of the Oecumenical Church Council in Geneva, I took care during the war years of the Protestant refugees of Jewish descent in Shanghai (Association of Central European Protestants) by making use of possibilities available to me to transmit currently aid funds from Geneva to this refugee organization; I also started in 1944 among like-minded Germans in Shanghai a large collection for a fund to provide hospital treatment for destitute refugees. I enclose copy of a letter from the World Council of Churches, Oecumenical Refugee Commission, dated 13 June 1947 (Enclosure 1).

During the war I set up, together with some like-minded Germans, a welfare center in Peking for Germans without means who were persecuted by the Nazi regime.

•During the war I made available my house at Peking for cultural institutions and political discussions to such Germans and Austrians who declined ^{the}totalitarian power State. I attach as enclosure 2 copy of an affidavit given by Mr. Arthur Wright.

I would add that the I.G. liaison official for China, Herr C.G. Gadou, knew of my opposition to National Socialism and, even if he did not know all the details of my activities in this respect,

he did not take any action on this account with respect to my position as a co-worker of the I.G., although attacks had been directed against me by Party authorities.

Bremen, 2 March 1948

signed: Dr. Wilhelm Haas

UR. 250/1948

I herewith certify and attest that the above signature is that of Doctor Wilhelm Haas, domiciled at Bremen, Osterdeich 92, who has established his identity to me by production of his official identity card with photo, issued by the Chief of Police at Bremen, on 14 January 1948.

Bremen, 4 March 1948.

l.S. signed: Signature.

Expenses:

Para 154 of the Court Fee Regulation dated 25 November 1935

Value: RM 3000.-

Fees para, para 144, 26, 39	RM 4.--
additional fee para, para 52,53	-----
Total:	<u>RM 4.--</u>

The Notary:

S.

Copy

Appendix 1

World Council of Churches
Department of Reconstruction and Inter-Church Aid
Ecumenical Refugee Commission

Geneve

17, Route de Malagnou

Geneva, 13 June 1947

Dr. Wilhelm Haas

Via Pambio 2

Lugano.

Dear Dr. Haas,

Once again you have given us a lot of information which enables us to form a clearer picture of the position of the Protestant refugee community in Shanghai, thus giving me a welcome opportunity of thanking you once again, this time on behalf of the whole Commission, for the invaluable practical assistance you have rendered to the Ecumenical Refugee Commission in the course of your work for the refugees in the Far East.

Your warm sympathy with the victims of Nazi persecution led you to defend their cause openly at a time when that involved, even for a German abroad, considerable personal risk. By so doing you aroused the conscience of other Germans

and by that means also helped to alleviate the plight of
the refugees.

When we are told, as happens frequently, that the
Ecumenical Council of Churches has rendered invaluable
assistance to the refugee congregation in Shanghai, we
remember with gratitude, that a not inconsiderable part of
such praise is due to you and to those of your friends, who
followed your lead.

Yours sincerely etc

signed A. Freudentberg

Dr. A. Freudentberg

Secretary of the Ecumenical Refugee Commission.

This is to certify that the above is a complete and
accurate copy, with the exception of a few unimportant words
in the letter head, of the original document.

Bremen, 4 March 1948

signed signature

Ilgner Document No.176
Exhibit No.

Copy

12 Fang-chia Hutung
Peiping

28 September 1946

To whom it may concern:

This is to certify that Dr. Wilhelm Haas was to my knowledge never a member of the Nazi Party, nor did he hold any of the views or opinions associated with Nazi ideology. His house in Peiping was, throughout the war, a center for all those Germans who did not agree with Adolf Hitler on German history or German policy.

(signed) Arthur F. Wright

Travelling Fellow Harvard-
Yenching Institute, Peiping
1941-7

This is to certify that the above is a true and accurate copy of the original document.

Bresen, 4 March 1948

signed signature

1 Page

Frankfurt/Main, 3 March 1948
Schaumainkai 23 hg/Gl.

Affidavit.

I, Dr. Werner Otto v. Hentig, of 23 Schaumainkai, Frankfurt/M., having been duly advised that I shall render myself liable to punishment by making a false affidavit, herewith depose on oath that my statement is true. It was made to be submitted as evidence in Case No. VI to the Military Tribunal Palace of Justice, Nuremberg.

I came to know, even when I was studying law, but also in the course of diplomatic and consular service performed without interruption since 1911, that, in accordance with consular law and with official regulations, it is the duty of the foreign service, and particularly of consuls, to study the economic conditions of the country in which they are stationed, to submit reports thereon to their superiors, and to give information to those seeking advice. During the five years I spent in the United States as Consul General I used as sources of such information largely the excellent reports of the American banks, but also the reports of individual major firms. I know that such was also the case in the American Foreign Service, firstly

from my studies on the subject for which I have been awarded an honorary doctor's degree by the University of Southern California, but also from the practice, say, of the American Consulate General at Berlin, who made ample use of their German personnel for the purpose of obtaining such information. Such practices have always been considered as a common and obvious task of representatives abroad, in which American representatives in Germany as well as German representatives in the USA were freely assisted by the governments concerned.

During many years of service abroad I was given an opportunity, for example in Columbia/South America, of observing at very close quarters the activities of the representatives of IG Farben. The idea never occurred to me that the firm whose large sphere of business was so clearly defined might be interested in anything but information on economic problems which were its direct concern. Owing to my official position I would most definitely have been informed, had IG Farben been given any orders exceeding their sphere of business. I was on duty when Dr. Ilgner made his trip through South America. Quite apart from the fact that Herr Ilgner's time was completely taken up by his business, I would never, had I been

Ilgner Document No.177
Exhibit No.

the head of an information service, have availed myself
for that purpose of the services of a man like Herr Ilgner,
prominent, well known, and busy as he was.

signed Hentig

28-32 Consul General in San Francisco
34-45 Envoy in Columbia
36-37 Consul General in Amsterdam

Frankfurt/Main, Schaumainkai 23

This is to certify that the above signature is that of
Herr Dr. Werner Otto v. Hentig, 23 Schaumainkai, Frankfurt/Main
whose identity was established by me, Dr. Walter Bachem.

signed Dr. Walter Bachem
(Assistant Defense Counsel).

Affidavit.

I, Dr. Guenther Frank-Fahle of Luisenhof, Oberursel in the Taunus, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith declare on oath that my statement is true. It was made in order to be submitted in evidence to the Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

From 1933 to 1945 I was employed by I.G. Farbenindustrie Aktiengesellschaft in Berlin NW 7 as close assistant of Herr Dr. Max Ilgner.

My connexions with OKW, Counter-intelligence Department (Abwehr) were not the result of my work for I.G., but were of a purely personal nature.

Since my childhood I have been a close friend to the children of the late General of the Artillery Paul Hasse. General Hasse was the commanding officer of regiment of field artillery in which from October 1914 onward I served as a volunteer in France and under whose command I was commissioned in March 1915. My friendly relations with this family have never been interrupted. It is therefore quite natural that I should make the acquaintance of my old commanding officer's sons-in-law, amongst them Captain Hans Piekenbrock in 1928 or 1929, when he and his wife Renate, nee Hasse were living in Weimar in the cavalry barracks. Later on Piekenbrock became general staff officer on the staff of a division in Liegnitz; during the last years before the war he was attached to OKW or some other high military authority in Berlin. In peace time he never talked to me about his work, and I did not ask him about it. On 1 August 1939 I joined the artillery regiment No. 3 with the rank of captain and with this regiment I fought in the Polish Campaign. In October 1939 my regiment was sent to the Luxemburg frontier. In December 1939

I was on leave in Berlin. Herr Geheimrat Schmitz and Herr Dr. Ilgner decided that an application should be made to have me exempted from military service so that I could resume work for I.G. as soon as possible. During this leave I met Colonel Pickenbrock several times and told him that an application had been made to have me exempted from military service that for various personal reasons I was very keen on resuming work in my old position in Berlin soon. By the middle of January 1940 preparations were being made at the front where I was, which indicated that some military operation was imminent. At that time my unit received an order from OKW by telegram in accordance with which I was to be attached to OKW for 2 to 4 weeks and was to report immediately to Colonel Pickenbrock. Colonel Pickenbrock assigned me to the section of Major Bloch. My work in Major Bloch's section consisted in collecting general information and in reading reports on the economic situation in the various countries. When I was attached to OKW I spent most of the time in my I.G. office resuming my work and looking for a flat as my former flat had been requisitioned by Speer while I was at the front. I remember that Dr. Ilgner ~~was~~ pleasantly surprised when he met me in my office and that he was very proud that his application had gone through so quickly. As he was in a great hurry I did not get a chance of explaining to him that I had not ^{yet} been released from the Wehrmacht. While I was attached to OKW my release from the Army came through. I went back to my unit once more to take my leave and then resumed my work with I.G. It was only natural that I used my connections with Colonel Pickenbrock and Major Bloch during the war in order to avoid the great difficulties which had to be overcome when preparing for trips abroad (permits from police, Military District Recruiting Office, Party,

Ilgner Document No. 255

Exhibit No.

SD and so on), and to obtain from these gentlemen my passport and exit permits for my business trips abroad and in one case for a recreational journey together with my wife, my new-born child and a nurse and in another case to get these documents for Dr. Krueger and his wife.

Dr. Ilgner did not get to know Colonel Piekenbrock before the winter of 1941 or 1942 on the occasion of a supper at the Deutschen Auslands-Club in Berlin. I think that this was the only occasion on which Dr. Ilgner met Colonel Piekenbrock. -

Oberursel/ Taunus, 22 April 1948.

signed: Dr. Guenther Frank-Fahle.

I, Dr. Walter Bachem, herewith certify that the above signature is that of Dr. Guenther FRANK-FAHLE, of Luisenhof Oberursel/Taunus, whose identity was ascertained by me.

Frankfurt/Main, 22 April 1948

signed: Dr. Walter Bachem

Assistant Defense Counsel

Ernst Freiherr von Weizsäcker

Palace of Justice - ISD

Nuremberg

A f f i d a v i t .

I, Ernst Freiherr von Weizsäcker, born on 25 May 1882 in Stuttgart, at present in the ISD Jail, Nuremberg, having been duly advised that I shall render myself liable to punishment by making a false statement herewith declare the following upon oath, to be submitted to the American Military Tribunal in Nuremberg:

From the spring of 1938 onward I was State Secretary to the Foreign Office.

In April 1938 I had a conversation with Herr Ilgner of I.G. Farbenindustrie A.G., On this occasion we discussed the importance of explaining to a small group of experts, who had attended the congress of the International Chamber of Commerce in Berlin the year before, the measures taken by Germany to promote export. At that time the German Economy was unable to follow the example of other countries in depreciating their currencies and thus found itself in an awkward situation with regard to foreign exchange, which was in many cases felt abroad to be disturbing and was, therefore, criticized.

Ilgner Document No. 178

Exhibit No.

Although I was not an expert, I was of course interested in preventing in the present uneasy state of international politics, any disturbance of mutual understanding among the nations as far as economic problems were concerned. I therefore welcomed these intentions and tried to support them. I asked Dr. Ilgner to inform Herr Niehl, Director of the Economics Department of our office, of these ideas.

I can no longer remember to what an extent they succeeded at the time in preserving the International Chamber of Commerce as a common bond and in convincing this institution of the good intentions of the German industrialists with the objective of maintaining world trade and thus peace.

Nuremberg, 30 March 1948

signed: Ernst v. Weizsaecker

I, Hellmut Becker, Attorney-at-law and Defense Counsel, at the American Military Tribunal in Nuremberg, herewith certify that the above signature is that of Ernst Freiherr von Weizsaecker and that it was appended in my presence before me.

signed: Hellmut BECKER

Attorney-at-Law

Nuremberg, 30 March 1948.

Affidavit.

I, Guenther Schiller, born 24 April 1904 in Leipzig, living in Weinheim/
Bergstrasse, Freudenbergstr. 40, have been duly warned that I shall render
myself liable to punishment by making a false affidavit. I declare on oath
that my statement is true and that it was made in order to be submitted
as evidence to the Military Tribunal in the Palace of Justice, Nuernberg,
Germany.

From 1931 to 1936, I was personal assistant to Dr. Max Ilgner in his
capacity as Betriebsfuhrer of I.G. Berlin NW 7. Since Dr. Ilgner was
in the habit of discussing all problems on which he himself worked
with his closest associates, I have detailed knowledge of his activities
during the above-mentioned years.

One of Dr. Ilgner's main fields of activity and one on which he spent
much time, was that dealing with currency/^{problems} in connection with the export
trade. When in 1931, in connection with the failure of banks in Germany
and Austria, the devaluation of the pound and the currency difficulties
in Southeast Europe, confidential agents of the Central Finance
Administration of the I.G. (Zefi-Vertrauensmaenner) were appointed —
on Dr. Ilgner's initiative, at first to the Southeast European countries —
plans were already in existence gradually to carry out the same measures
in all the export countries which were affected by these economic events.

Meanwhile, in the Scandinavian countries, the devaluation of the pound had resulted in an increase in the popularity of British export goods. This circumstance, together with an invitation extended to leading executives of Swedish industry by the British Federation of Industries, to make a tour of inspection of industrial establishments in Britain, caused Dr. Ilgner to propose as early as the fall of 1932 that a similar invitation to visit Germany, be issued by the German Automobile Club. This resulted in the German Automobile Club's (A.v.D.) tour of industrial areas in the summer of 1933. After the seizure of power by the National Socialists, it appeared to Dr. Ilgner to be twice as important that special emphasis be laid on the firm determination of the German export trade to maintain friendly economic relations between the nations. It was for these reasons, that Dr. Ilgner went on a business trip through the Scandinavian and Baltic countries from about the middle of July to the beginning of September 1933. I accompanied him on this trip as his assistant. Part of the time, Dr. Gattineau, who was then Chief of the Economics Division of the I.G., also accompanied us on the journey. I know that the plans and preparations for this trip were made at a time when Dr. Ilgner was not as yet a member of the Circle of Economic Experts of the Ministry of Propaganda. Dr. Ilgner, however, regarded it as his obvious duty as a German industrialist, to take advantage of this trip to explain

that the German Economy had no intention whatsoever of becoming self-sufficient and withdrawing from the world market. This attitude was only natural in view of the importance of the export trade to the I.G., but was prompted mainly by the endeavors to boycott German industrial products, which were becoming apparent throughout the world at that time. The German export industry was seriously disturbed by this boycott movement and naturally did everything in its power to counteract these dangers which constituted a very severe menace to the German export industry. The German export industry could do this with all the more conviction, since they were in complete disagreement with the German measures, particularly the boycott of the Jews^{which} had been the factor mainly responsible for the industrial boycott, on the part of foreign countries. I know that Dr. Ilgner expressed himself most forcefully on this subject during many discussions with Scandinavian industrialists,ⁱⁿ which I always took part. Dr. Ilgner also gave interviews to the press, during which he naturally had to be careful on account of the reaction in Germany. However, Dr. Ilgner was at that time still firmly convinced that the events to which exception could be taken in Germany, particularly such events as the boycott of the Jews, were the mistakes of a young and as yet untutored revolutionary system.

During this Scandinavian trip, Dr. Ilgner was still Vice-President of the German Automobile Club (formerly Imperial Automobile Club) and delivered lectures as guest-speaker at the cartel clubs of the German Automobile Club on the journey through the industrial area already mentioned, at the same time showing the Agfa-film taken during the industrial trip.

These gatherings had in a way, the character of a return-invitation to Dr. Ilgner, to whom they wished to express their thanks for the hospitality which had been extended to them in Germany through the German Automobile Club.

Even though all this activity -namely the lectures delivered on these occasions and the meetings with the representatives of the press - naturally occupied only a very small proportion at the time spent on the journey as a whole in each of the countries visited, the tangible effect of this publicity was considerably greater, owing to the immediate urgency of the economic problems discussed. For the rest, though frequently more than a little lacking in caution, Dr. Ilgner naturally strived to safeguard himself as well as he could from potential danger from the NS agencies in Germany. Consequently it may be taken for granted that many circles did not clearly understand the true reasons behind all this publicity, although they were absolutely obvious to the initiated.

I have heard from Dr. Ilgner's Defense Counsel that the Prosecution claims that all this

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work performed by Dr. Ilgner was Nazi propaganda for the NSDAP. I herewith declare that this was not at all the case. During this journey, which was undertaken for the purpose of overcoming the difficulties threatening the I.G.'s export trade, Dr. Ilgner put clearly to his public the point of view of the German export industry which was developing along international lines. When asked about conditions in Germany, his replies were based for the most part on his honest conviction, that they were merely the childhood diseases of a revolution. All this had nothing whatsoever to do with propaganda.

signed: Guenther Schiller

Muenberg, 4 March 1948.

I, Dr. Walter Bachen, herewith certify the above signature of Herr Guenther Schiller, Weinheim/Bergstrasse, Freudenbergstr. 40 whose identity was established by me.

Muenberg, 4 March 1948.

signed: Dr. Walter Bachen
(Assistant Defense Counsel)

- A F F I D A V I T -

I, Dr. Kurt KRUEGER, Ramholz, District Schluechtern, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to Military Tribunal No. VI in the Palace of Justice in Nuremberg, Germany.

With reference to the minutes of the Mail Conference of I.G. Berlin NW 7, held on 9 November 1937, which were submitted to me by the Defense (Prosecution Document, Exhibit No. 816, Document No. NI-1078), I should like to make the following statement in connection with the point "Sponsorship of junior NS- editors abroad":

Requests that the I.G. organization be put at the disposal of certain Party schemes were frequent. In such cases the I.G. always found itself in the position of having to ascertain how far its interests forced it to comply with these requests or how far it was in a position to refuse them. The principle adopted was that of undertaking as little as possible on the one hand while refraining from causing annoyance by stubborn opposition, on the other.

AMMAN's suggestion, that the junior

editors, who were to be sent abroad in order to complete their training, should be under the protection of the I.G. organization or of executives of the I.G., could hardly be rejected, as there was no even remotely plausible reason for doing so. On the other hand, there was one obvious consideration, namely that this might be one way of enlightening the Party, which was showing marked hostility towards the I.G., on the subject of the peculiarities and, in particular, the difficulties encountered by I.G. in connection with its foreign trade. It was hoped that it would be possible thus to make way for a more rational attitude towards foreign trade than had hitherto been customary in Party circles, and particularly in the Party press.

Nuremberg, 16 February 1948

signed: Kurt KRUEGER

I, Dr. Walter Bachem, herewith certify the above signature of Dr. Kurt KRUEGER, Ramholz, District Schluchtern, whose identity was established in my presence.

Nuremberg, 18 February 1948.

signed: Dr. Walter BACHEM
(Assistant Defense Counsel)

Ilgner Document No. 181

Exhibit No.

Hans Croon,
Meererbusch near Duesseldorf,
Hindenburgstrasse 22

Meererbusch, 1 March 1948

Affidavit.

I, Hans Croon, residing in Kamp-Lintfort, Moersstr. 74, having first been warned that I shall render myself liable to punishment if I make a false affidavit, depose and declare that my affidavit is true and is to be produced in evidence before the Military Tribunal VI at the Palace of Justice in Nuernberg, Germany. I declare on oath that I know Herr Dr. Max Ilgner from his activity as a member of the Vorstand of the Mitteleuropaeische Wirtschaftstag (Central European Economic Council) and as a member of the Foreign Trade Committees of the Reich Group Industry and of the Reich Ministry of Finance. I had in particular the opportunity to observe closely his activities in Roumania, Bulgaria and Hungary. He often expressed to me his opinion about the economic problems of the above-mentioned south-eastern countries. I obtained this insight into his work and his opinions mostly during the years 1942 to 1944.

So far as I know, Dr. Max Ilgner during that period always endeavored to put the economies of the Balkan states mentioned on a sound basis

and make them independent. In all the projects known to me, he maintained the point of view that Germany should strengthen and support the domestic resources of these countries. When new firms were established, he emphasized that the national industries should retain the majority of the shares. I do not remember a single incident where Herr Dr. Ilgner gave up this standpoint. Herr Dr. Ilgner often told me that, especially in his capacity as member of the Vorstand of the IG Farben, he was particularly interested in the south-eastern countries becoming good customers of the German industries. This aim could only be achieved by reconstructing basically the economies of these countries. In this connection, he referred to the furthering of soya bean cultivation and sheep breeding - in which I myself was extremely interested - both of which are agricultural production sectors, for which, as is well known, the South-East offers good natural foundations.

Herr Ilgner, who had intensively studied and travelled in the countries mentioned, was also interested in the industrialization, not only from the more narrow private enterprise standpoint of IG, but especially from the viewpoint of national economy. Using the natural raw material deposits (natural gas, bauxite, Danube reed, etc.) as a basis, sound undertakings were to be established which should have brought about a genuine increase of the wealth of the national economy.

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Herr Dr. Ilgner in my presence often objected to the centralistic and authoritarian tendencies which aimed at domination of Germany's then business partners by Berlin. He supported, as I myself did, the principles of federation, and desired the voluntary co-operation of independent but closely befriended economies. When I expressed this idea in a lecture before representatives of the Hungarian industry in 1943, he spontaneously expressed his approval. I am enclosing a statement of Batorffy, a Hungarian textile industrialist, regarding this lecture.

I myself, as chairman of the two above-mentioned committees, was anxious to adhere strictly to the economic policy described therein. I made precise statements about my honorary activity in the organization of German economy, when I was thoroughly interrogated by the representatives of two American Army Headquarters (9th and 1st Army) and by the British Ministry for Economic Warfare in London (January to April 1945). No charges were made against me at that time and I was thereupon appointed as Chairman of an Advisory Committee for Textile Questions with the Allied (later American) Headquarters for four months. I am enclosing a letter of commendation from the American Headquarters.

Krefeld, 1 March 1948

signed: Hans Croon

Ilgner Document No. 181

Exhibit No.

No. 367 of the Document Roll 1948

I hereby certify the above signature of Herr Hans Croon,
merchant in Kamp-Lintfort, residing at Moerserstrasse No. 74.

Krefeld, 1 March 1948

The Notary:

signed: Haarbeck

1 seal.

Illegat Document No. 181

Exhibit No.

HEADQUARTERS

U.S. FORCES, EUROPEAN THEATER

S-5 Division

Industry Branch

Consumer Goods Section

HEIDELBERG

8 October 1945

ED WERNER, IT, MAY, GUNTER

This is to certify that Mr. Hans Groen has maintained residence in Heidelberg from the middle of June 1945 to the 8th of October. Mr. Groen has been chairman of the German advisory Committee for the American Armed Forces. He has been of great assistance in organizing the Advisory Committee. Due to recent directives from Headquarters, it is not possible to retain Mr. Groen's services.

/s/ W.O. EARLEY

Major GAO

Dipl. Ing.
William R. Datorffy, M.Sc.
Technical Consultant
Consultant Engineer (English in original)

Munich, 2 September 1947.

Munich 19,
Wilderich Langstr. 12/III

Declaration.

As long as Herr Hans CROON was Leader of the Economic Group Textiles he was often in Budapest, in order to conduct conversations with the Hungarian textile industry. Herr Croon participated later in general industrial conversations, as he headed a Committee for Economy abroad. In this capacity, Herr Croon delivered a very well attended lecture in the rooms of the Hungarian Industrialists Association. As far as I remember, this was in February 1943. I and other listeners recall this lecture in particular, because Herr Croon developed distinctly liberal ideas, which were plain to all of us. Herr Croon expressly rejected a central domination of Europe from one place and mentioned Berlin in this connection. He recommended a federal

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co-operation of all European countries, removal of trade obstructions, such as customs, quotas etc., and showed that there exist great possibilities for a natural and mutually profitable exchange of goods, especially between the countries of South-east Europe and the industrial countries of the West. I remember that a Jewish colleague who listened to the lecture told me that he could agree without reservation to Herr Croon's ideas.

The Hungarian industrialists were surprised that Herr Croon dared to express abroad ideas which obviously were in contradiction to those of official German policy.

signed M. R. Batorffy

- Dipl. Ing. W.R. Batorffy -

A F F I D A V I T .

I, Guenther SCHILLER, born on 24 April 1904 at Leipzig, residing at Meinhain/Bergstrasse, Freudenbergstrasse 40, am aware that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice at Nuernberg, Germany.

I have before me the records of the meeting of the I.G. Farbenindustrie Commission, Case VI, at Vienna on 6 and 7 February 1946. According to page 6688 of the record the witness, Franz Rottenberg, deposes concerning Herr Wilhelm ROTH the following:

"Roth was, as I think, the first man within the firm. There was a very intimate relationship between Roth and Schiller and therefore all these people - Pollak, Schiller, Roth - continually visited each other, but this is outside the scope of what we are discussing here."

In this connection I declare the following:

My contacts with Herr Pollak were of a purely business character and referred exclusively to the cooperation of I.G. with Skoda-Notzler, whether by means of a merger with our other Austrian interests, by the acquirement of shares, or by the joint establishment of a nitrogen factory. Pollak always emphasized in this connection that he kept the gentlemen at the Creditanstalt in charge currently informed on these conversations.

According to page 6696 of the record, the witness, Franz Rottenberg, further states that he does not know anything of an offer made by the I.G., amounting to RM 3 millions, for 86% of the capital stock of the Skoda-Wetzler through Herr Roth, at the beginning of 1936.

In this connection I declare the following:

I participated in the discussion of this offer in Berlin on 10 January 1936 and also made a file memorandum on it at the time. I consider it impossible that this offer was not forwarded by Herr Roth and thereby did not become known to the witness. Otherwise, in view of the importance of the matter and the close contact which existed between us, Herr Roth would have certainly informed us. According to my recollection our offer was not accepted, because the Austria nitrogen project again came into the foreground as the starting point for a consolidation of the Austrian chemical industry.
Nurnberg, 4 March 1948.

signed: Guenther SCHILLER.

I, Dr. Walter Bachem, herewith attest and certify the above signature of Herr Guenther SCHILLER, Weinheim/Bergstrasse, Freudenbergstr. 40, whose identity was established by me.

Nurnberg, 4 March 1948.

signed: Dr. Walter BACHEM

(Assistant Defense Counsel)

A F F I D A V I T .

I, Dr. Kurt KRUEGER, residing at Ramholz, District of Schluechtern, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI at Nuernberg, Palace of Justice, Germany.

The defense submitted to me the provisional memorandum and statement (Schriftsatz) of the prosecution, part I (so-called Trial Brief), in which I am surprised to read, on the German page 103, that the prosecution employs as a synonym for the saying "mit den Woelfen heulen" ("howl with the wolves") frequently used by me during my interrogations, a saying which has quite another meaning, viz. "hunt with the great" ("mit den Grossen jagen"). The same is found on page 103 of the English wording of the Trial-Brief. On examining the English transcript of 29 October 1947, page 2971, I established the fact that my words "mit den Woelfen heulen" were obviously translated incorrectly, viz. by "hunting with the great".

This wrong translation made it possible for the prosecution to use both sayings as synonymous.

and partly also cumulatively. This, however, distorts the meaning of my statement entirely. I said "mit den Wölfen heulen" (in English, "howl with the wolves") i.e., to pretend to be a wolf, hoping thereby to be considered as such by the wolves and so avoid being torn to pieces. This was all I wanted and was able to express. A saying like "mit den Grossen jagen" (in English, hunt with the great") could in this connection not enter my mind. It would be in absolute contradiction to the facts and would, therefore, have been an entirely wrong picture of the situation at that time as described by me, in which people tried "to comply with the official attitude in the installation of arrangements and external forms of the Nazi regime" in order to meet the threat of Party inroads.

Muerenberg, 18 February 1948.

signed: Kurt KRUEGER

I, Dr. Walter Bachem, herewith attest and certify the above signature of Dr. Kurt KRUEGER, Ramholz, District of Schluechtern, whose identity was established by me.

signed: Dr. Walter BACHEM

(Assistant Defense Counsel)

A F F I D A V I T .

1. I, HERMAN BRESSLER, residing at Frankfurt/Main, Gutloutstr. 41, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice Nuernberg, Germany.
2. Until 1945 I was office manager of the Office of the Central Committee of the I.G. Farbenindustrie A.G., Frankfurt/Main.
3. Below I give a list, based on the data available here, of the former regular and deputy members of the Vorstand of the I.G. Farbenindustrie A.G. who have not been accused, and are still alive or were still alive at the time of the arraignment.
The addresses given are in part still those from the last years of the war.

<u>Members of the Central Committee:</u>	<u>Address:</u>	<u>Date of retirement:</u>
Duden Paul Dr.	Nouhaus on Schliorsee	1932
Gaus Wilhelm Dr.	Starnberg on the Lake (on See)	1937
Krekeler Karl Dr.	Schmalzhof Estate Hooxter i. Westphalia Markstr. 35	1932 died 13 Aug. 1947
 <u>Regular members of the Vorstand:</u>		
Coenen Max	Kleinern via Bad Wildungen	1932
Hausmann Emil Dr.	Dresden-Boisser Hirsch Sonnenloite 3	1928
Jacobi Konst. Dr.	Frankfurt/M., Georg Speyerstr. 10	1943
Lohoefer Wilhelm Dr.	Luzern (Switzerland), Soestr. 6	1931
Moyer Kurt H. Dr.	Switzerland, exact address unknown (Geneva)	1932
Molnar Georg	Sancasciano, Val di Fesa Foggio Torselli (Italy)	1930

<u>Regular members of the Vorstand:</u>	<u>Address:</u>	<u>Date of retirement:</u>
Oppenheim Kurt Dr./	Vevey (Switzerland)	1930, reported to have died at the end of 1947
Ott Philipp Dr.	Wiesbaden, Wilhelmshohe 13	1929, rep. to have died 1946 or 1947
Pistor Gustav Dr.	Tegernsee South (Sued) Haus Riederstein	1937
Froells Adelbert Dr.	Potsdam, Seestr. 41	1926
Seeborn Hermann C.A.	Bad Homburg v.d.H. Hoelderlinweg 9	1931
Warnbold Hermann Dr.	unknown (USA. ?)	1931
Weidlich Richard Dr.	Baden-Baden, Leisberghohe 9	1930
Weskott Friedrich Rich.	Erbach (Rheingau), Hauptstr. 2	1935

Deputy members of
the Vorstand:

Abel Julius Dr.	Heidelberg, Mozartstr. 24	1929
Curschmann Fritz Dr.	Muenchen, Mandelstr. 3a	1931
Krauss Adolf Dr.	Graefelfing near Muenchen Tassilostr. 5	1931
Krell Arthur	Eberbach/H., Alter Markt 2	1926
Lissmann Karl	unknown	1929
Ollendorf Gerh. Dr.	unknown (Brazil)?	1932
Seidel Otto Dr.	Heidelberg, Schloss Wolfs- brunnenweg 15	1937
Seidel Paul Dr.	Daisbach/B., Post Sinsheim/Elsenz	1929
van Thiel Heinrich	Uerdingen, Krefelderstr. 67	1932
Veith Karl	unknown	1927
Weber Willian	Bad Wiessee	1931
Wiegand Loeyold	Bad Homburg v.d.H., Castillostr. 22	1937

Frankfurt/Main, 23 April 1948.

signed: Hermann Baessler

I, Dr. Walter Bachem, herewith attest and certify the above signature
of Herr Hermann BAESSLER whose identity was established by me.

Frankfurt/Main, 23 April 1948.

signed: Dr. Walter Bachem .

A F F I D A V I T .

I, Dr. Max ILGNER, at present Nuernberg, Palace of Justice have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and is made in order to be submitted as evidence to the Military Tribunal at Nuernberg, Palace of Justice.

Re: My absence from Berlin NW 7 for reasons of illness or convalescence during the time from the end of 1938 to the middle of 1940.
(Periods given to the best of recollection)

<u>Period</u>	<u>Place of residence</u>	<u>Physician</u>
January/Febr. 1939	Kurhaus Lenzerheide/Switzerland	Dr. Ruhemann
February/March 1939	Sanatorium Samaden/Switzerland	Prof. Ruppauer
April/May 1939	Klachau/Austria	Dr. Ruhemann
June/July 1939	Medical Treatment Muenchen	Prof. Tirala
Beginning of Aug. 1939	Hunting Guest of the Prince Hohenlohe-Langenburg	
Aug. - 6 Sept. 1939	Klachau/Austria	Prof. Tirala
7 Sept. - Oct. 1939	Convalescent Berlin	Prof. Tirala
Nov. - Dec. 1939	Klachau/Austria Medical Treatment Muenchen	Prof. Tirala
Jan./Febr. 1940	Convalescent Berlin	Prof. v. Bergmann
March/April 1940	Medical Treatment Muenchen Using the Spas at Bad Gastein, Klachau/Austria	Prof. Tirala

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<u>Period</u>	<u>Place of residence</u>	<u>Physician:</u>
April 1940	Convalescent Berlin	Prof. v. Borgmann
May/June 1940	Klachau/Austria Medical Treatment Luncheon	Prof. Tirala
June 1940	Convalescent Berlin	
July 1940	Reassumption of Function as Plant Leader of I.G. Berlin NW 7	

Nuernberg, 27 April 1948

signed: Dr. Max Ilgner

I, Dr. Walter BACHEM, herewith attest and certify the above signature of Dr. Max Ilgner which was appended in my presence.

Nuernberg, 27 April 1948.

signed: Dr. Walter BACHEM

A f f i d a v i t .

I, Dr. Max Ilgner, at present in Nuremberg, Palace of Justice, having first been warned that I render myself liable to punishment by making a false affidavit, hereby declare on oath that my statement is in accordance with the truth and is made for the purpose of being used in evidence before the Military Tribunal in Nuremberg, Palace of Justice.

Supplementary Affidavit for the purpose of Amendment and
Correction of Affidavit NI-6700, Exhibit 771, of 14 April
1947, by Dr. Max Ilgner.

This affidavit was characterized by the Prosecution in the Index as follows: "...concerning the validity of statements made by him". This definition is incomplete and therefore misleading, because my affidavit NI-6544, Exhibit 377, of 30 April 1947, contained in this connection more detailed and, above all, more essential information. When I signed the affidavit Exhibit 771, not a single one of my reports or interrogation records of the year 1945 was available.

The following alterations should be made:

Page 1, par. 3, penultimate line: After the words: "omitted information", the words: "and described things wrongly", must be added.

Page 1, par. 3, last line: After the words: "volunteered information", the following words are to be added: "after it had been officially

pointed out to me that any concealment of facts would be punished with 20 years' imprisonment".

Page 1, par. 4: The whole of paragraph 4 must be cancelled and the following paragraph substituted:

"During the investigations of 1945, opportunity was in general given to me to make corrections to my written declarations or to the records of the interrogations, if I thought that I had made an error, or that the records did not reproduce correctly the real facts of the case; such alterations, however, were always preceded by discussions, the results of which were sometimes not satisfactory to me and in some cases were directly unsatisfactory."

Page 2, par. 6, line 4: After the word: "incomplete", the words: "and incorrect" are to be inserted.

Page 2, par. 6, line 5: Cancel the words from "However" to "told no" and substitute: "I have therefore made a number of even basic errors, but I have never intentionally told any...".

Page 2, par. 6, penultimate line: After the word: "SCHMITZ", insert the word "(partly)", and after: "von SCHMITZIER", insert the word: "GAJEWSKI".

Nuremberg, 14 April 1948

(signed) Dr. Max Ilgner

Ilgner Document No. 185

Exhibit No.

The foregoing signature of Dr. Max ILGNER, affixed before
me, Dr. Joachim Lingenberg, this day, is hereby attested
and certified by me.

Nuremberg, 14 April, 1948.

(signed) Dr. JOACHIM LINGENBERG.

I, Dr. Max I L G N E R, at present in Nuernberg, Palace of Justice, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

Supplementary affidavit in correction of affidavit NI-6544, Exhibit 377, made by Dr. Max ILGNER on 30 April 1947.

This affidavit was submitted to me for signature, while I was lying sick with enteritis spartica and inflammation of the small intestine in the Staädtisches Krankenhaus in Nuernberg.

On pages 1 and 2 of this affidavit are listed eight records or minutes of my interrogations in 1945 while I was in the Preunrosheim penitentiary. I herewith expressly declare that I acknowledge as evidence neither the eight reports or minutes mentioned nor any others made in Frankfurt/Main or Preunrosheim. Nor was the so-called affidavit Exhibit 377 intended as such. On page 2 of this affidavit and in my oral interrogation by Mr. SPRECHER on 28 March 1947 in Nuernberg, I have already indicated in a very restrained manner what I think of these Frankfurt-Preunrosheim reports etc. and of the very harrassing spirtual and bodily circumstances (maltreatment) surrounding their existence.

In detail, the following corrections should be made:

Page 2, sixth line from the top: After the words "unbroken report", the following sentence should be inserted: "Many of the details are therefore inaccurate."

Page 2, Para 3), last sentence, should read: "Finance Department IG Berlin NW 7; At that time a total of about seven Finance Departments was in existence within the IG, of which in 1931..."

Page 3, line 6i from "But from what I heard "to "superfluous and not right" to be deleted, since this deals with a pure hypothesis on my part, which moreover, as far as I have been able to find out meanwhile, was also incorrect.

Page 3, last two lines of Para. 4), from "high scientific " to "guaranteed" to be deleted, and replaced by the words "scientific work was at the same time supported."

Page 3, Para. 5) lines 1 - 3, delete from "At the time of the BRUENING government " to "secretary in Berlin."

Page 3, Para. 5) line 2, before "Dr. GATTINEAU", insert the words "In 1931". In lines 6 - 8 of the same Paragraph, delete from "Dr. DUISBURG" to "subordinated to".

In the same Paragraph, line 17, insert "in 1932" after the word "reorganized", and in line 18 "from 1933 onwards" after "As".

In the same Paragraph, sixth line from the bottom, delete the words "in the case of the latter it may have been somewhat earlier".

Page 8, ninth line from the bottom, delete "(?)".

Page 9, line 3, after "1938", insert "or still earlier".

Page 10, line 18, after the word "complete", insert the words "and absolutely correct".

I wish to state in connection with the list beginning on Page 10 that my information on the work of my colleagues and other employees, especially technical employees, was never reliable, nor by any means complete; nor is this at all the case today. Despite the few quite incomplete improvements which I am in a position to make as a result of information received meanwhile, the list remains faulty.

Page 11, top right, insert "Full Advisory Council" after the words "Advisory Council", and add the words "and of the Sub-Groups", at the end of the same sentence.

Page 12, List 11, delete the words "GAJEWSKI, Sparte III".

Page 12, bottom of List 12, delete "GAJEWSKI, KLEINE, Sparte III".

Page 12, seventh line from bottom, delete the word "frequently" and add the words "especially during the war" at the end of the same sentence.

Page 13, sixth line from the bottom should read: "My own East Asian travel reports, for which the essential...."

Page 14, line 5, delete from "The line of demarcation" up to, and including "in the former".

Page 15, Para. 12), 5 lines from bottom, Delete from "in connection with" up to, and including "once every year";

Page 15, Para. 18), line 5, after the words "so much interest that", the rest of the sentence should read "he intended to have copies made for office use."

Page 16, line 20, delete from "and asked my permission" to "for this discussion" and replace these words by the words: "After the conference, as was my custom, I invited Major BLOCH to luncheon in the IG mess. To this luncheon I had invited..."

Page 16, line 28, delete " of the discussion with my associates."

Page 16, Para. 19), delete the entire section headed "a.) LERSNER.."

Page 17, Para. 20), delete the whole of section a).

Page 18, Para. 22), line 6, delete from "Whenever a certain" to " knowledge of this", and in line 17 of the same Paragraph, insert words "or RUEDIGER" after "v.d.HWDE".

Page 19, Para. 24) line 1, replace the words "local Security Service" by "OKW". In lines 5 - 9 delete from "and that I" to "as performed" and replace by the words: "but I never drew up or handed in such a report."

Page 19, Para. 25) line 12, 18. delete from "he had had" to "as",
and in the tenth line from the bottom of the page insert the
words "or did not take place at-all" after the word "failed".

Nuernberg, 14 April 1948

signed: Dr. Max ILGNER

I herewith certify and witness the above signature made today
by Dr. Max I L G N E R before me, Dr. Joachim L I N G E N B E R G.

Nuernberg, 14 April 1948.

signed: Dr. Joachim LINGENBERG

A f f i d a v i t .

I, Dr. Max Ilgner, at present at Nuernberg, Palace of Justice, having been duly advised that I shall render myself liable to punishment by making a false affidavit, herewith declare on oath that my statement is true. I was made to be submitted in evidence to the Military Tribunal, Palace of Justice, Nuernberg.

Supplementary Affidavit in correction of Ilgner affidavit

NI-6702, Exhibit 772 dated 25 April 1947. ..

This affidavit too was given to me to sign when I was in the Staedti-
sche Krankenhaus at Nuernberg with Enteritis Spertica and in-
flammation of the small intestine. The interrogator promised me that
would be allowed to convalesce in peace in the hospital once I had
signed the affidavits which were still to be made. But having signed
the last affidavit on 1 May 1947 (a holiday), I was taken back to
the prison on the following day, my condition having improved, al-
though I had not been cured completely. That same evening all the
documents which we carried on our persons or kept in the cells were
taken away from me and all my colleagues and were not returned to
us until the following day, which was a Saturday: the indictment
was served the following Monday.

I wish to correct Exhibit No. 772 as follows:

Page 1, line 8 (line 7 of German text): delete from "to the Nazi Government" to line 9 "organizations" and substitute: "in the interest of German export".

Page 1, line 19: after "true" insert: "although many errors and inaccuracies are no doubt contained in these reports", and after "belief" insert: "as far as essentials are concerned".

Page 1, 5th line from bottom, delete from "also coming" to "personalities".

Page 1, second line from bottom should read "on his visit", and the words "to the ministers in Berlin including" should be deleted.

Page 2, line 1: delete from "and by the first" to "Karl Schurz".

Page 2, line 3: after "Karl Schurz" insert the following sentence: "Mr. Lee visited Germany a second time in January 1934 and called on a number of ministers".

Page 2, line 23: delete the words "(about 20)".

Page 2, line 32: after "economic life" insert the following sentence: "I myself have never seen the card index".

Page 2, line 3 from bottom: delete from "the fact" to "said above".

Page 3, line 22 from the bottom: delete from "either" to "Reichsmark" and substitute $\$$ 25 000.

Page 3, line 11 from bottom: delete "advise" and "on its foreign activities" and substitute "report, and, if possible, advise on the repercussions abroad to National Socialist measures".

Page 3, line 8 from bottom: delete "which were favorably looked upon abroad".

Page 4, line 7 : delete "weekly or bi-monthly", and substitute "a few".
Insert after "circle": "were also held at the start".

Page 4, line 10: delete from "most of the actions" to "proposed".

Page 4, line 21: delete "working under the Propaganda Ministry".

Page 4, line 22: delete from "and finally" to "of them".

Page 4, line 6 from bottom: delete from "It cannot" to "own initiative".

Page 5, line 13: delete "me and".

Page 5, line 13: after "abroad" insert the following sentence: "I.G. had that resolution incorporated in the minutes for show".

At the bottom of page 5 insert the following paragraph:

"A list of the names and positions which follow was shown to me. I only know very few of the positions listed from personal knowledge; I am not therefore in a position to guarantee its accuracy".

Page 8, line 19: delete from "Although we" to "where"; the sentence should read: "but we succeeded".

Page 8, line 10 from bottom: delete from "The ministry" to "tours".

Page 9, line 7: for "of my Berlin IWI 7 Office" read "the press manager of I.G.".

Page 9, line 19: delete from "they did not" to "or twice". Substitute they only took place for a very short time, if at all".

Page 9, line 24: after "committee" insert "if I attended them at all",

Page 9, line 28: after "Besides that" insert "after 1937 of 1938".

Page 9, line 17 from bottom: after "helping" insert "to prevent disaster".

Page 10, line 5: after "club" insert the following sentence: "But I have no further particulars."

Nuarnberg, 14 April 1948.

signed: Dr. Vex Ilgnor

Ilgner Document No. 187

Exhibit No.

I, Dr. Joachim Lingenberg, herewith certify that the above
signature is that of Dr. Max Ilgner, and that it was appended
in my presence today.

Nuernberg, 14 April 1948

signed: Dr. Joachim Lingenberg.

AFFIDAVIT

I, Dr. Max Ilgner, at present in Nuernberg, Palace of Justice, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at Nuernberg, Palace of Justice.

Additional affidavit in correction of Affidavit
NI-6701, Exhibit 773, dated 14 April 1947, by
Dr. Max Ilgner.

Before writing this affidavit on the Latin-America report, only part of this report was shown to me, so that I did not get a clear picture. For this reason some fundamental errors occurred on the second page of the affidavit, as I thought that the excerpt shown to me was part of a general report on Latin-America. I have since found out, however, that such a general report on Latin-America as had been planned was actually never written. Therefore the following corrections should be made:

Page 1, Paragraph 2, Line 5: the word "explosives" should be substituted by the word "powder".

Page 1, Paragraph 3, Line 6: the word "not" should be substituted by the word "partly".

Page 1, Paragraph 3, Line 6: the word "but" should be substituted by the words "and partly". At the end of the same sentence the words "and general economic records" should be added.

Page 1, Paragraph 3, Line 7: the words "and the Economics Department" should be deleted.

Page 1, Paragraph 4: should be entirely deleted. Instead the following sentence should be inserted: "This report was sent as internal I.G. report to I.G. and subsidiary offices of the Konzern."

Page 1, Paragraph 5, Line 6: (Translator: the alteration made in German does not affect the English translation).

Page 1, Paragraph 5, Line 7: the words "with the official German agencies" are to be deleted.

Nuernberg, 14 April 1948

signed: Dr. Max Ilgner.

I herewith certify that this is the signature of Dr. Max Ilgner which was made today before me, Dr. Joachim Lingenberg.

Nuernberg, 14 April 1948.

signed: Dr. Joachim Lingenberg.

A F F I D A V I T

I, Dr. Max Ilgner, at present in Nuernberg, Palace of Justice, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in Nuernberg, Palace of Justice.

Supplementary Affidavit in correction of Affidavit
NI-6713, Exhibit 512, dated 2 April 1947, by Dr. Max
Ilgner.

In principle the same holds true for this affidavit as for the affidavit NI-6544. The following corrections should be made or notes added:

Page 1, Paragraph 2, Line 8: the words from "and tho" to "belief" should be substituted by the following words: "to the best of my knowledge and belief, but without any records. As I have never had very exact or even approximately complete knowledge of these questions, many mistakes and errors are contained in these statements."

I should like to make the following additional statements in this connection:

- 1) I have crossed out the I.G. officials who were called up during the war by the Wehrmacht or conscripted for work.

2) The other corrections made are in no way complete; I have only made them if I found that they were incorrect. The list is therefore still incomplete and inaccurate, in parts possibly even wrong.

Page 2, Paragraphs 5 and 6: should be deleted.

Page 2, paragraph 7, Line 1: the word "Germany" should be deleted.

Page 2, Paragraph 7, Line 8: the word "all" should be substituted by the words "most of the large".

Page 2, Paragraph 7, Line 9: after the word "was" the words "the countering of" should be added.

Page 2, Paragraph 7, Line 11: the words "about the internal situation in the plants and" should be deleted.

Page 2, Paragraph 7, Line 16: the words "also in regard to the person appointed" should be added after "consent".

Page 2, Paragraph B.1, Line 4: the word "responsible" should be substituted by the word "advisor". In the same paragraph, Line 11, the words "from I.G." to "Wärster" should be deleted.

Page 2, Paragraph B.2 and B.3.: should be deleted in full.

Page 2, Paragraph C.2., Line 6: the words "and Russia" should be deleted.

Page 3, Paragraph C.3, Line 2: after the word "Ministerialdirigent" the words "did not work for the I.G. during that time" should be added. - In the same paragraph the second and third line should be deleted.

Page 3, Paragraph 4: should be deleted.

Page 3, Paragraph 6, Line 4: the words "Terhaar" and "Otto" should be deleted.

Page 3, Paragraph 6, Line 7: the words "Gattineau" and "Reithinger" should be deleted.

Page 3, Paragraph 7, Line 1: the word "deputy" should be added after "Buctofisch", the words "since the outbreak of war" should be added after the word "chief".

Page 3, Paragraph 8: should be deleted.

Page 3, Paragraph II.A., Line 1: after the word "factories" the words "during the war" should be added.

Page 3, Paragraph II.B.: should be deleted.

Page 3, Paragraph C., Line 1: after the word "attachod" the words "as adviser or Verbindungsmann" should be added.

Page 4, Paragraph III, Line 1: after the word "for" the words "technical advice on" should be added; in the second line of this paragraph after the word "air defense" the words "for the protection" should be added.

Page 4, in the Paragraph "Conclusion" the following corrections should be made: Line 3: the word "many" should be substituted by the word "some".

Exhibit No.....

Line 8: the following sentence should be added: "I do not know this for certain, but assume that it is so."

Line 12: The sentence "Furthermore" until "mentioned" should be substituted by the sentence "No cases are mentioned here of persons called up during the war by the OKW/Abwehr, even if I might have heard about them by chance."

Page 4, Paragraph "Conclusion", Line 16: the word "officials" should be substituted by the words "leading gentlemen".

Page 4, Paragraph 1, Line 4: after the word "himself" insert "at the suggestion of Kranofuss in about 1939"; in the same paragraph Line 5 the words "at the same time" should be substituted by "in due course..... came to know about it".

Page 4, Paragraph 2, Line 1: after the word "was" the words "an attempt" should be added; in the same paragraph, Line 3, after "countries" the words "of the I.G., such as Ilgnor, Gattineau" should be added.

Munich, 14 April 1948.

signed: Dr. Max Ilgnor

DOCUMENT ELGNER No. 189

Exhibit No.,.....

I herewith certify that this is the signature of Dr. Max
Elgner, which was made today before me, Dr. Joachim Lingenberg.

Munich, 14 April 1948

signed: Dr. Joachim Lingenberg.

Affidavit

I, Dr. Max ILGNER, at present Nuernberg, Palace of Justice, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my affidavit is true and was made in order to be submitted as evidence to the Military Tribunal at Nuernberg, Palace of Justice.

Affidavit of Dr. Max ILGNER to amend and supplement affidavit III-6642 of 30 April 1947 concerning the relationship between Dr. NEUBACHER and the I.G.

Many points of this affidavit, which was submitted to me for signature while I was in the City Hospital (Städtisches Krankenhaus) in Nuernberg, require to be amended or supplemented.

In July 1932 I visited Dr. NEUBACHER together with the Jewish agent of the I.G. in Vienna, Kommerzialrat Wilhelm R O T H , who was at the same time the confidential agent (Vertrauensmann) of the Z&fI for the Balkans. Herr ROTH and I were then on an automobile trip through the countries of southeastern Europe. The President of the Central European Economic Conference (Mitteleuropäischer Wirtschaftstag), Baron von W I M O V S K Y , and the Chief Manager of the MWT, Dr. Max FAHN introduced me to Mr. NEUBACHER, whose acquaintance I made on this occasion. Dr. NEUBACHER was at that time a member of the Social Democratic Party of Austria and the manager of a Social Democratic Building Association. This was the

only time I met Dr. NEUBACHER, whom I found to be an outstandingly clever man with an expert knowledge of the countries of southeastern Europe.

When I returned to Berlin from my South American Journey two days before Xmas Eve, my deputy, Dr. KRUEGER, told me that Herr von WILMOVSKY and Dr. Max HAHN of the Central European Economic Conference and, if my memory serves me, also Herr CLODIUS of the Foreign Office (incidentally Dr. HAHN was an old friend of Dr. NEUBACHER) had asked him to give Dr. NEUBACHER a post with the I.G. Dr. KRUEGER had already given a promise in principle, but he wanted first to speak to me, as I was due to return shortly. Naturally, I agreed, as I had, on the one hand, found Dr. NEUBACHER to be an intelligent man with expert knowledge, and on the other hand, he had been so warmly recommended by Herr v. WILMOVSKY and Dr. Max HAHN, both of whom I knew so well, and by Dr. KRUEGER. I remember that Dr. KRUEGER briefly mentioned to me that NEUBACHER had once been in the concentration camp of Woollersdorf. However, this made no difference to me. This kind of detention in a concentration camp was already then considered an arbitrary act. Moreover I knew that NEUBACHER was an old Social Democrat. Also, he had been recommended to us by Herr von WILMOVSKY and Dr. Max HAHN, two sworn enemies of National Socialism. Thus there was no room for any further doubts.

As at that time I was looking for associates with good qualifications in order to attach them as assistants to the Zefi confidential agents (Vertrauensmaenner) of the I.G. in the various countries, I considered Dr. NEUBACHER the right man for such a

position. Accordingly he was thoroughly trained in the whole set-up of the I.G. Berlin NW 7, exactly as other associates intended for these functions. This kind of training had already been tried out in the routine work at NW 7. It covered all departments of the business. As the southeast European problem, to deal with which I wanted to appoint Dr. NEURACHER as a specialist in this field, had been in the foreground at NW 7 ever since 1931, Dr. NEURACHER was soon entrusted with special tasks. In particular he was given the task of making a thorough study of the economic situation in Czechoslovakia. I had given this order especially to Dr. NEURACHER, because several Czech gentlemen had drawn our attention to the fact that whereas the I.G. showed interest for Rumania, Bulgaria, Hungary and Yugoslavia, they had not given much attention to Czechoslovakia. (Among these gentlemen I would specially mention the then Czech Ambassador Dr. MASTNY and the President of the Prague Chamber of Commerce.) It was not a question of current business, but of special measures for the intensification of mutual economic relations, such as the cultivation of soya beans. Dr. NEURACHER received other orders as well, such as an investigation into the monetary and credit conditions in Yugoslavia, with a special study of the Yugoslav Banking Association (Jugoslawischer Bankverein).

When, in 1937, the Congress of the International Chambers of Commerce met in Berlin, the Deutscher Auslandsclub arranged a luncheon at which Duke Adolf FRIEDRICH zu Mecklenburg presided, and which was attended among others by the retired Bundeskanzler (Federal Chancellor) Ritter von STREKOWITZ whom I also knew from my journey to Vienna in 1932. As I knew about the luncheon in advance I arranged for

Dr. NEUBACHER to receive an invitation also, because I presumed the gentlemen knew each other. Besides I wanted to do Dr. NEUBACHER a little favor, as up to then I had neglected him very much. I talked to or saw NEUBACHER personally perhaps half a dozen time during the whole of the time he was a member of the business. I know that NEUBACHER took this somewhat amiss and that he nursed a feeling of resentment in the years which followed. At this luncheon of the Ausland Club given on the occasion of the Congress of the International Chambers of Commerce, NEUBACHER remarked to me shortly before the lunch started that I should tell Herr v. STREERUMITZ that Herr SEYSS-INQUARDT had been in Berlin; this would certainly interest Herr v. STREERUMITZ. As it was the first time in my life that I heard the name SEYSS-INQUARDT, I asked him to spell it out to me in order to give it to Herr v. STREERUMITZ correctly. This settled the affair, which was absolutely of no importance to me. I only mention it in this affidavit because the Prosecution reports this incident in the affidavit signed by me on 30 April in such a way that the significance of this unimportant affair appears in a completely wrong light.

Dr. NEUBACHER
In his work at NW7 as described above/obtained such a deep
that
insight into the problems of southeast Europe, in 1938 it was
proposed to send him as an assistant or expert to one of the
countries of southeast Europe. I had not yet decided on what country
this should be.

At the time of the Anschluss, which came entirely as a surprise to me and to my associates, Dr. Neubacher was in Yugoslavia in connection with the investigation into monetary and credit conditions. When the Anschluss had become a fact I wanted him as an expert to advise us at a conference which had been called on Austria. I had a telegram sent to him asking him to return to Berlin immediately. Shortly afterwards I was informed by my office that Dr. Neubacher had wired while passing through Vienna asking permission to remain in Vienna for a few days. A few days later a second wire from Dr. Neubacher arrived in which he informed us that Goering had appointed him Mayor of Vienna. I know that everybody with whom I talked at that time was just as much surprised as I was at this appointment. Because of this appointment Herr Neubacher then resigned from the service of the I.G.-Farbenindustrie.

The wording of my affidavit of 30 April 1947 to the effect that I travelled to Vienna shortly afterwards, i.e. immediately after the Anschluss, is incorrect. Neither was my journey in connection with the Skoda-Wetzler Works transaction. The real facts were:

At the beginning of May 1938 the State Commissioner for Private Enterprise in Vienna put two commissioners in all the companies of the Konzern and in all the sales offices of the I.G. in Austria. I was commissioned, together with Messrs. Haefliger, Kugler and Gattineau - I myself was in charge - to put this matter right again, as it was very unpleasant for the I.G. The two commissioners had been put in because of the negative attitude of the I.G. towards the Party authorities in Vienna and in particular with regard to the Jewish problem.

Throughout the years of the NS regime the I.G. was in constant fear of party commissioners being appointed, so that this incident was taken very seriously. The journey which I made to Vienna at the time, which was approximately 2 months after the Anschluss, was my first journey to Austria since July/August 1932. Dr. Neubacher, who knew the State Commissioner for Private Enterprise in Austria, Ing. Rafelsberger, from former times, assisted us by introducing us to Herr Rafelsberger. Had Herr Neubacher conducted himself otherwise, he would have acted in an unfriendly manner and shown gross ingratitude. I needed Herr Neubacher's introduction all the more because I did not know a single one of the new NS officials in Austria, in the same way that I was entirely unacquainted with the local problems in Austria, not having had any contact with that country for nearly six years.

It is all the more understandable that Neubacher, in his later capacity as envoy for economic matters in Rumania, adopted a positive and friendly attitude towards the I.G., for he had been able to convince himself from his own knowledge gained during the time when he belonged to the I.G., what an extraordinarily well established and serious enterprise the I.G. was. The wording in my affidavit of 30 April 1947, according to which Herr Neubacher kept in some sort of touch with all I.G. offices in southeast Europe concerning matters which could be of interest to the I.G., is incorrect. These contacts were quite isolated and sporadic and in every case objective. Moreover, his attitude towards the I.G. was no different from that of any other envoy who kept up friendly or social intercourse with individual officials of the I.G.

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Exhibit No.

No relationship as between friends existed between
Dr. Neubecher and me personally; our relations were polite
and correct.

Nuernberg, 14 April 1948

signed: Dr. Max Ilgner

I, Dr. Joachim Lingenberg, herewith attest and certify the
above signature of Dr. Max Ilgner which was appended in my
presence.

Nuernberg, 14 April 1948

signed: Dr. Joachim Lingenberg.

A F F I D A V I T .

I, Dr. Max HICHER, at present in Nuremberg, Palace of Justice, have been duly warned that I shall render myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence at the Military Tribunal in the Palace of Justice in Nuremberg.

Affidavit for the Correction and Adjustment of the
Affidavit NI 6699, Exhibit 297, of 25 April 1947 by Dr. Max HICHER.

In this affidavit the following corrections and amendments are to be made:

Page 1, paragraph 2, lines 2 and 3: the words "I joined" to be replaced by the words: "I, as a professional soldier, was ordered to join".

Page 1, paragraph 2, last line: Add the words, "as well as several other firms".

Page 1, paragraph 3, 12th line: after the word "economy", insert the words: "which had already existed since 1932".

Page 1, paragraph 3, line 13: the word "four" to be replaced by the word "departments".

Page 1, paragraph 3, lines 14 and 16: the word "director" to be replaced by the word "manager".

Page 2, paragraph 4, line 2: the figure "80,000" to be replaced by "approximately 100,000.--".

Page 2, paragraph 5, lines 4 and 5: after "No. 5382346", insert the sentence: "I presume that this number is correct; it did not originate with me." The following sentence, beginning with "In August" and ending with "Wehrwirtschaftsfuehrer" to be deleted, as this has nothing to do with "Political affiliation".

Page 2, paragraph 6, line 3: the word "repudiated" to be replaced by "put an end to". In line 7 of the same paragraph: after the word "trained", insert: "as an officer of the reserve". In line 8 of the same paragraph, the date, "1 August 1938" to be replaced by "1 July 1938". In line 9 of the same paragraph, the word "served" to be replaced by "trained". In line 10, after the word "lieutenant", the words, "of the reserve" to be inserted.

Page 2, paragraph 7, line 8: The word "but" to be deleted. In the same paragraph, line 9, after the word "attempted", insert: "especially in the interests of German exports".

Pages 2 and 3, paragraph 7, last line on page 2: After the words, "I suggested", insert: "to the president of this club, Duke Adolf Friedrich of Mecklenburg". After the last sentence of the same paragraph, add the following sentence: "Those trips were later forbidden by the Ministry for Propaganda".

Page 3, paragraph 8, line 3: the word "tendencies" to be replaced by "facts". In lines 6 and 7, delete the sentence beginning with "My travel" and ending with ". . . circulation". In the same paragraph, in line 8, the figure "200" to be changed to "300".

Page 3, paragraph 8, line 14: ^{of the last sentence} at the end, ~~add:~~ "above"
all, however, I underlined those sections which appeared to myself to be important."

Page 3, paragraph 8, line 16: before the word, "stated", insert: "on the occasion of the only official conference which I had with him at his request".

Page 3, paragraph 8, line 70: The word "being" to be replaced by "to be".

Page 3, paragraph 9, line 21: after the word "later" insert the words: "to some extent".

Page 3, second line from the bottom: after the word "was", insert the words: "since approximately 1930/31".

Page 4, paragraph 9, last line: Delete the word "but" and replace by the words: "in 1931, however," and at the end of the sentence, add the words: "and in 1932 in connection with the devaluation of the U.S. Dollar".

Page 4, paragraph 10, line 20: add to the sentence ending with the word, "Germany", the words: "in order to ascertain what attitude the Nazis would adopt to these reform measures, which were regarded as essential by business circles".

Page 4, paragraph 10, line 24: After the word "us", insert the following words: "in principle the same thing as Bruening, namely".

Page 4, paragraph 11, line 2: after the word "States", insert the following words: "upon the suggestion of Dr. Schacht".

Page 4, paragraph 11, line 4: To the sentence ending with the word "Berlin", add the following: "which I did, being unanimously elected as president by the old members in the subsequent regular meeting of the members of the Carl Schurz Association. "

Page 5, paragraph 12, line 7: The word "introduce" is to be replaced by: "recommend". In line 12 of the same paragraph, at the end of the sentence, add the words: "without however making these a part of this affidavit".

Page 5, paragraph 13, line 5: After the word "made", delete "a" and insert the words: "an Agfa".

Page 6, paragraph 17, line 9: After the word "also", insert: "among many others".

Page 6, paragraph 17, last line: Substitute the words "the autumn of " by: "March".

Page 7, paragraph 17, lines 3 and 4: Delete the words from "shareholders..." to "...Pays-Bas" and substitute: "...members of the Styre (Administration) of the Norsk-Hydro, or of the Banque de Paris et des Pays-Bas, Paris, which represented the interests of the French shareholders of the Norsk-Hydro".

Page 7, paragraph 18, line 6: After the word "the", insert:
"Countries Department of the".

Page 7, paragraph 19, lines 15-17: Delete the companies:
"Ipari", "Prima Societate" and "Norsk Hydro".

Page 7, paragraph 20, second item: Under "Advisory Committees
Item 2 (Working Committee), alter date. to read: "1944-1945".

Page 8, paragraph 21: To column heading: "Period of Membership",
Add: "up to 1944".

Page 11, Item 5: (Rotary Club), after date: "1933", add: "until
its liquidation by the NSDAP in 1936/37".

Page 12, paragraph 25, line 9: Insert after word, "Hunters",
the following sentence: "These, however, were not personal contri-
butions".

Page 12, paragraph 12, line 16: After the word, "Berlin", insert
the sentence: "All these payments were not private contributions,
but served business purposes of the I.G."

Page 12, paragraph 26, line 4: After the word "Cross", insert
the sentence: "These, however, were compulsory contributions, which
had the character of a tax".

Page 12, paragraph 26, line 7: The word "all" to be replaced by
the word "many".

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Page 12, paragraph 26, line 19: After the word "To", insert
the word "almost".

Page 12, paragraph 26, line 21: After the second ^{word,} "Vorstand"
insert: "as a complete list".

Nuremberg, 16 April 1948.

signed: Dr. Max Ilgner.

I, Dr. Walter Bachem herewith certify the above signature
of Dr. Max Ilgner, which was appended today in my presence.

signed: Dr. Walter Bachem.

Nuremberg, 16 April 1948.

Affidavit
- - - - -

I, Dr. Max Ilgner, at present at the Palace of Justice in Nuernberg, have been warned that I shall be liable to punishment for making a false affidavit. I declare upon oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuernberg.

Affidavit in correction and supplementation of
Affidavit NI - 6348, Exhibit 1209, dated 10
April 1948, made by Dr. Max Ilgner.

Regarding my declaration of 15 August 1945 referred to in the beginning of the above affidavit and which was made during my stay at the penitentiary in Francfort on Main-Freungesheim, I herewith declare that I do not admit it in its entirety. Therefore, it also cannot be taken as a part of the aforementioned affidavit. Moreover, this declaration of 15 August 1945 was not made available to me when I made this affidavit. The interrogating officer merely read aloud to me one or more passages from it.

The following amendments or additions must be made to this affidavit:

- 1) Francolor: At the end the following sentence should be added:
"The remark about the 51 ½ made at the beginning is not based on precise knowledge, indeed, I have no authentic knowledge about this whole transaction, since I personally never in any way participated in the negotiations with Francolor."

2) Eastern Corporations:

Page 1, line 5 (all places named refer to the original affidavit).
Omit the name "Schneider".

Page 1, line 15: Substitute the words "We particularly recommended" by the words: "The Reich Commissioner for the Chemical Industry, Herr Dr. Ungewitter, recommended Dr."

Page 1, line 19: Delete from "We also offered" to "with the armed forces", as my information is not precise.

Page 1, line 22: Insert the words: " on the basis of previous discussions in the Commercial Committee" after the words: "at that time."

Page 1, line 23: Delete the words "and occasionally took part in its meetings", as I cannot recollect any meetings.

Page 2, lines 5-9: Delete everything from "As to" to "to be sidetracked", as this is purely hypothetical and was suggested.

Page 2, line 12: Delete from "It is true" to "was ignored".

3) Horsk Hydro

Page 2, after line 8 of Para. 3), the following sentence to be added: "My knowledge of the previous history of the light metal scheme during the war is not exact, since I personally was not included in these negotiations by Geheimrat Schmitz until February/March 1941."

Page 2, line 11 of Para. 3): Replace "Norsk-Hydro was to increase its capital stock" by the sentence: "the Styre of Norsk-Hydro unanimously decided to increase the capital of the company accordingly."

Page 2, Para. 3), line 18: Delete from "It is possible" to "criticized the price", since I neither know nor remember it myself, but it was suggested to me.

Page 2, Para. 3), line 26: Cross out the whole paragraph from "I do not know" until "under the prevailing circumstances", as this is pure speculation and was inserted only at the interrogator's wish. I myself never possessed any exact knowledge of it, as the negotiations with the French, which led to consent by the French to the light metal scheme in Norway, were conducted by the president of Norsk-Hydro, the banker Wallenberg.

Page 3, line 12: Cross out the words "about the fall of 1941".

Page 3, line 16: Replace the words "and which controlled the Bavarian Nitrogen Works" by "and above all the Bavarian Nitrogen Works which also belonged to the Viag Reich Konzern (Combine)."
Munernberg, 16 April 1948.

signed: Dr. Max Ilgner.

I herewith certify and witness the above signature appended to-day by Herr Dr. Max Ilgner before me, Dr. Walter Bachem.
Munernberg, 16 April 1948.

signed: Dr. Walter Bachem.

DOCUMENT ILGNER

Exhibit No.....

CERTIFICATE OF TRANSLATION

6 May 1948

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	PATRICIA E.C. WOOD,	ETO No. 20139,
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	ANNE MARTIN,	ETO No. 20144,

hereby certify that we are duly appointed translators for the German, English and Spanish languages and that the above is a true and correct translation of Document Book 11 Ilgner.

VICTORIA ORTON,
ETO No. 20129,
Pages 31-32, 92-98.

BERYL C. BESWICK,
ETO No. 20183,
Pages I-X, 50-56.

PATRICIA E.C. WOOD,
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Pages 1-10, 75-79, 105-107.

EUGENE R. KUN,
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Pages 11-15, 19-22, 99-104.

BRIGITTE TURK,
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Pages 16-18, 33-38, 85-91.

ALFRED RABL,
AGO No. B-398081,
Pages 23-30, 62-71.

LEONARD J. LAWRENCE,
ETO No. 20138;
Pages, 39-49, 80-84.

JULIUS J. STEUER,
AGO No. A-442654,
Pages 57-60.

ANNE MARTIN,
ETO No. 20144,
Pages 72-74.

Defense
Case 6

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Books ILGNER

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- Pages 104 - 112 Deliveries of foreign exchange to
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labor relations.

Certificate of Translation

I, THYRA THYSSEN, hereby certify that I am a duly appointed
translator for the German and English languages and that the
above is a true and correct translation of the document
Comp. of Doc. Books ILGNER.

THYRA THYSSEN
ETO # - 30638.

Case 6
Defense

TRIBUNAL VI

CASE 6

DOCUMENT BOOK XIII A

(Norway)

on behalf of

Dr. MAX I L G N E R

submitted by
the defense counsel
Dr. Herbert Nath
Attorney

Tung



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(Norway)
on behalf of Dr. Max Ilgner

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193	<u>I. Nordisk Lettmetall A.S., Oslo</u>	1 - 8

Affidavit of Dr. Wilhelm Moschel, director of the I.G. in Bitterfeld and chairman of the "Vorstand" of Nordisk Lettmetall during the period from 1941 to 1945. The witness states that in 1939 or in the beginning of 1940, I.G. was ordered by the Reich Air Ministry to establish a new magnesium factory in Germany. As it proved difficult to supply the new plant with electrical current, the witness and another I.G. employee were in the end of 1940 instructed by the Reich Air Ministry to shift the location of the new magnesium factory to Norway and to discuss the matter in Norway with Dr. Koppenberg, plenipotentiary general of the Reich Air Ministry for the development of the light metal industry in Norway. During the negotiations conducted by the witness in this connection in the end of 1940, - in which the director general of Norsk Hydro, Dr. Aubert, took part, too, - it appeared that Aubert and the other executives of Norsk Hydro were eager to carry out the magnesium project jointly with I.G. By way of further negotiations between Norsk Hydro and I.G., in which no government authorities took part, the joint formation of a new company was discussed. "I know that both Norsk Hydro and I.G. wished to settle all production problems without the participation of the government authorities." Then Norsk Hydro and I.G. had come to an agreement, the Reich Air Ministry demanded that a state controlled company should have a share in the new firm. Eventually, it was agreed that Norsk Hydro, I.G. and the state controlled company should each obtain a share of 1/3 in the new company, the Nordisk Lettmetall A.S.

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193 continued	<p>At the request of Norsk Hydro, supported by I.G., Norwegian law was strictly adhered to with regard to the formation and structure of Lottmetall. This is illustrated by the witness by way of examples; in particular, only one German national and, on the other .. hand, two Norwegian nationals were members of the Vorstand of Lottmetall.</p> <p>The witness then fully describes the production program of Lottmetall and the way in which the tasks connected with the construction of the various installations of Lottmetall were distributed between Norsk Hydro and I.G. "Co-operation between I.G. and Norsk Hydro was greatly furthered by the managers of both firms and was friendly and loyal throughout even in the most difficult circumstances. Repeatedly, I.G. officials intervened on behalf of officials of Norsk Hydro; in several cases of arrests, they obtained the release of the arrested persons." The plants of Lottmetall were never put into operation, because they were bombed before they were completed, whereupon construction work was stopped by order of the German authorities. "They even ordered us to close down the Maar power plant, although we did protest repeatedly, because Norsk Hydro was very much interested in its completion." A protest against the removal to Germany of a number of machines imported from that country was of no avail either. Even then, the removal was carried out reluctantly and slowly; in consequence, the German authorities appointed a German commissioner in the Lottmetall company. "Several clashes with this gentleman occurred, particularly in connection with the dismantling of the Maar power plant, because we tried by all possible means to evade this senseless measure."</p> <p>After the closing down, I.G. and, in particular Dr. Ilgner, conducted protracted negotiations with the German authorities, resulting in a decision according to which Norsk Hydro, too, was to be compensated by the Reich for the damage the plants had suffered.</p>	

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194		<p>Affidavit of Julius FRANZ, chief of the commercial administration of the works combine Central Germany of I.G. He was the leading commercial official in the construction staff of I.G. for the erection of the Lettmotall plants. The witness confirms that the Lettmotall project had nothing to do with the light metal project of Nordag, i.g. the state controlled agencies in Norway. He also states that I.G. did not acquire a participation in Lettmotall in order to strengthen its influence in Norsk Hydro; the reason for the participation of I.G. was that I.G. made its technical processes available to Lettmotall and "that Norsk Hydro desired to carry out the production jointly with I.G." The fact that a relation based on mutual confidence and friendship had been existing for many years between the leading executives of Norsk Hydro and I.G., was considered a sufficient guarantee to ensure "that the I.G. interest in Norsk Hydro would be safeguarded by Norsk Hydro in any case, and that this did not depend on the proportion in which I.G. participated in Norsk Hydro."</p>	9 - 22

The witness confirms that by far the largest part of the machinery for the Lettmotall plants, amounting to roughly Norwegian Kroners 167,000,000.-, was supplied from Germany. When construction work at the Lettmotall had been stopped by order of the German authorities, machinery amounting to Norv.Kr.28,000,000.- only was dismantled; of these machines, a part amounting to about Norv.Kr. 12,000,000.- remained in Norway. "However, what remained after the dismantling was not a torso (a mutilated useless body); this follows from a communication which one of my collaborators recently received from Norway. According to this communication, the installation for electrolytic production of chlorine and sodium hydroxide was put into operation as early as in June 1947 and is operating very successfully. The air-raid damage inflicted on the magnesium plant are now under repair; on completion of the repairs, etc."

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194 continued	<p>this plant, too, will start operations. According to a computation made by the witness, the value of the new installations remaining on the building sites of Lettmetall at the end of the war (Buildings, machinery etc.) amounted to Norv.Kr.268,000,000, after deduction of war damage. On the other hand, Norsk Hydro had invested approximately Norv.Kr.86,000,000,- in Lettmetall.</p> <p>The witness states that the transaction Nordisk Lettmetall had nothing to do with "spoliation and looting". "I.G. handed 4 important technical processes based on the most recent technical achievements over to Lettmetall, Oslo." By far the largest part of the new Lettmetall installations which remained in Norway was supplied from Germany. Through the construction of Lettmetall, Norsk Hydro was enabled to carry out its old plan to exploit a new source of water power. "The fact that this water power is extremely valuable for Norsk Hydro, is proved by a recent communication according to which the Haar power plant is being completed and will probably be put into operation in 1949." "At the time when the transaction was carried out, the Norsk Hydro executives, too, were of the opinion that the erection of the Lettmetall installations were very useful to Norsk Hydro"; this follows from a remark made during the war by Erikson, the director general of Norsk Hydro, and quoted by the witness. According to this remark, Norsk Hydro was extremely pleased with the extension of the basis of production by the Lettmetall installations."</p>	
195	<p>Excerpt from the record of a meeting of the Vorstand of I.G. dated 5 February 1941. When the agreements between Norsk Hydro and I.G. concerning Lettmetall had been finally completed, instructions of Dr. Keppenberg concerning an extension were received on the very last day. On principle, I.G. wants to carry out the Lettmetall project jointly with Norsk Hydro and without Reich participation. If this cannot be achieved, I.G. desires that</p>	23 = 24

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196	<p>the participation of Norsk Hydro should not be smaller than 40%. I.G. is not interested in the Sauda project of the Nordag in Norway.</p> <p>Affidavit of Gerhard BERGHOLD, of Hallowin (Austria), former department chief in the economic department of the office of the German Reich Commissioner in Norway. Because of his connections of long standing with the Norwegian resistance movement, he was, by intervention of Norwegian circles, very early released from the internment camp in Norway. Through his official activities in Norway during the war, he is conversant with the activities of I.G. and in particular with those of Dr. ILGNER in Norway. "Altogether, it may be stated that I.G. Farben was not in the good books of the German Reich Commissioner for Norway, Terboven. In addition, there existed a strong antagonism between I.G. Farben on the one hand and Dr. Hoppenberg on the other hand."</p> <p>"I consider it unthinkable that I.G. Farben forced Norsk Hydro either directly or through government authorities to participate in Lettmetall A.G. I was present when Dr. Ilgner warned Senator Otte, then chief of the Main Office Economy in the Office of the Reich Commissioner, repeatedly and firmly not to use coercion against Norsk Hydro and the Norwegians in general."</p> <p>The witness gives a full description of the course of the negotiations aiming at the grant of a license for the Maar power plant. When the proportion of the German share in the capital was discussed, Dr. ILGNER expressed the opinion that I.G. Farben were not interested in a German majority stockholding." These negotiations were protracted through several years. "This should be proof of the fact that the Norwegian partners were not subject to any pressure during the negotiations."</p>	25 - 32

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196 continued	<p>Director General Eriksen and attorney Meinich-Olsen of Norsk Hydro took part in the negotiations as partners with unrestricted rights. "Both gentlemen based their attitude on Norwegian law, and not the slightest pressure was put on them in order to cause them to give up this stand. The representatives of I.G.Farben and I were of the opinion that coercion should be strictly avoided in the negotiations concerning the license. When Dr. ILGNER came to Oslo occasionally, he followed the same line."</p> <p>With regard to the financing of the installations of Lottmetall in Norway, the witness points out that the financial experts, "efficiently backed by Dr. Ilgner", and in contradiction with the official opinion of the German agencies, stressed the principle "that all material should be supplied, as far as possible, by Germany, and be paid for in Germany in Reichsmark by the German stockholders of Lottmetall S.A., whereas Norsk Hydro should contribute its own share in the capital in Norwegian Kroners in order to finance the expenditure accruing in Norway."</p>	
197	<p>Excerpt from the record of a meeting of the Aufsichtsrat of Nordisk Lottmetall A.S., Oslo, held on 6 June 1943. Director General Eriksen moves that the loans granted to Lottmetall by the stockholders should be freed of interest. This motion is carried.</p>	33 - 34
198	<p>Excerpt from the record of the meeting of the commercial committee, held on 2 November 1943. After the bombing raid on Lottmetall and the order to stop construction work, the two German stockholders in Lottmetall will grant certain special facilities to Norsk Hydro in the shape of a restricted right of Norsk Hydro to offer to the German partners part</p>	35

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	of their share in Lottmetall; in addition, the German partners will, under certain conditions, make payments in advance to Lottmetall on account of the compensation for damages claimed from the Reich.	
199	Excerpt from the record of a meeting of the I.G. Vorstand, held on 4 November 1943. Dr. ILCNER reports fully on the endeavors to obtain compensation for each of the three partners including Lottmetall for the damages and losses incurred by Lottmetall through the bombing and the closing down of the plants. He also reports on the special facilities to be granted to Norsk Hydro by the German partners.	36 - 37
200	Letter of Norsk Hydro to Herdis Lottmetall, dated 30 December 1943. By this letter, Norsk Hydro expresses its agreement with the resolution of the Lottmetall Aufsichtsrat, according to which the agreements concluded with Lottmetall are in abeyance and should not be amended for the time being. "as they are forming the basis of cooperation as before."	38
254	Letter of the Central Department Finance to Dr. Meschel, Bitterfeld, dated 17 March 1944, with enclosure, consisting of a memo of the Reich Air Ministry on a conference held at the ministry on 13 January 1944. At this conference, Dr. Meschel advocated very strongly that Norsk Hydro should as soon as possible obtain compensation for the damages and losses incurred through the bombing and the closing down of Lottmetall. "In consequence, director Dr. Meschel asked the ministry to consider the question by which means it would be possible to pay to Norsk Hydro as early as possible a considerable amount as a first instalment." Thereupon, the Reich Air Ministry proposed to convene a conference of the various ministries in order to decide, i.e., on the following action:	39 - 41

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254 continued	"In the matter of compensation for the damages incurred by Nordisk Lottmetall, each of the three stockholders will, on principle, be equally treated in accordance with the German regulations on war damage compensation."	
201	Excerpt from the record of the meeting of the commercial committee held on 28 June 1944. Dr. ILGNER reports at length on the further negotiations with the German authorities concerning the compensation to be granted to Lottmetall. These negotiations have been successful to a certain extent.	42 - 43
202	Excerpt from the record of a meeting of the Vorstand held on 30 June 1944. At this meeting, too, Dr. ILGNER reports on the position with regard to the negotiations on the granting of compensation.	44
203	Excerpt from the record of a meeting of the Vorstand held on 25 October 1944. Dr. ILGNER reports on the outcome of the negotiations on the granting of compensation. The result is that the German Reich will acquire - against payment of an equivalent amount - the claims against Lottmetall resulting from the loans which the three stockholders of Lottmetall had granted to this firm. Thus, the risk of the three stockholders, including Norsk Hydro, resulting from their participation in Lottmetall, will be restricted to the amount of their share in the capital stock, amounting to nkr.15,000,000.- each.	45
204	Letter of the Reich Air Ministry to Nordisk Lottmetall dated 14 February 1945. The ministry confirms that it will take over the loan amounting to nkr.71,172,000.- granted to Lottmetall by Norsk Hydro. The details are then explained.	46 - 48

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205	<p>Excerpt from the Norwegian paper "Drammen's Tidende" of 25 May 1946.</p> <p>It is reported that the construction of the Maar power plant, which had been started by the Germans in 1941, is being continued, and that it will probably be completed by the end of 1948. The following statement refers to the work done by Nordisk Løttøstall during the war: "When the construction work was closed down, considerable installations of permanent value had been completed."</p>	49 - 50

II. Norsk Hydro Elektrisk
Kvaelstof A.S.

1. In general.

252	<p>Affidavit of Dr. Iax ILGNER. As a preliminary remark, the witness states that he is forced to make his statement partly from memory, because his defense counsel were, in spite of their persistent endeavors, not yet in a position to travel to Norway; On the other hand, those gentlemen who are located in Oslo and in Paris, have refused to submit statements, because they have already submitted statements to the prosecution. The increase of capital of Norsk Hydro, as resolved in 1941, and its implementation - including the preparation of the extraordinary general stockholder's meeting held on 30 June 1943, - were merely an internal affair of Norsk Hydro. All measures were taken in complete agreement between the Norsk Hydro managers and the French members of the Styre (board). On the request of Norsk Hydro and of the Banque de Paris, I.G. acted as a go-between in this matter, "sometimes not without incurring risks and other drawbacks".</p>	51 - 64
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252 continued	<p>The German and Swiss stockholders represented in the extraordinary general meeting of Norsk Hydro held on 30 June 1941 had delegated their entire voting power to Director General Dr. Aubert. The witness then explains that there never was a French majority in Norsk Hydro, nor, during the war, a German majority.</p> <p>The witness continues: "In all these measures, the Banque de Paris cooperated on its own initiative and responsibility, in other words exactly in the same way as it is usual for banks in such transactions even in normal times. As a matter of fact, the whole transaction was, for the Banque de Paris, nothing but a normal transaction carried out according to usual banking practice, and the bank earned a considerable amount of money by this banking transaction. In addition, the Banque de Paris was, in French law, fully responsible for the entire issue of the stock in France."</p> <p>With regard to the transaction as a whole, the witness points out: "This shows that the entire transaction Norsk Hydro/Nordisk Løntmetall finally resulted in a profit of nkr. 180,000,000 for Norway, for Norsk Hydro, and in consequence for the French and international stockholders of Norsk Hydro."</p>	
253	<p>Affidavit of Jacques Raindre, Paris, former financial advisor of the I.G. in France. M. Raindre took part in the discussions which Dr. Ilgner had in Paris with the Banque de Paris. M. Raindre also acted as a liaison between the Central Department Finance of the I.G. and the Banque de Paris. The witness points out that President Wallenberg was in Paris at the time when the negotiations started in the beginning of 1941. At a preliminary private conference, Dr. Ilgner advocated as much moderation as possible, so that the discussions were given a cordial note. The witness states that immediately after this first contact, the Dresdner Bank intervened. "This interference caused a strong reaction from the part of I.G.Farben. Dr. Ilgner was rather outspoken about it."</p>	65 - 66

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253 continued	The witness adds that he is convinced of the fact that by his liberal attitude Dr.ILGNER managed to smooth down the difficulties which were caused by the interference of the Dresdner Bank and the instructions of the Berlin authorities. Dr.ILGNER advocated the policy of compensating the French stockholders for their right to subscribe for stock as satisfactorily as possible. In conclusion, the witness confirms that "during these negotiations Dr. Ilgner endeavored throughout to maintain the utmost courtesy in the discussions.	
	<u>2. Resolution concerning the increase of capital.</u>	
206	Motion of Styre (board) of Norsk Hydro for the extraordinary stockholders' meeting on 30 June 1941: Increase of the stock capital by nkr.52,149,940.-. This motion is signed by President Wallenberg, Dr. Aubert, Erikson and Sir Thomas Fearnley. At the same time, the motion contains a statement on the allocation of these 43,05% of the new stock which are at the disposal of Styre.	67 - 69
207	Telegram from Norsk Hydro to I.G. Berlin dated 30 June 1941. I.G. is requested to inform M. Moreau and M. Wibratte, Paris, to the effect that the increase of capital has been unanimously approved by the general meeting.	70
	<u>3. Notification of the transaction to the French Styre members of Norsk Hydro and to the Banque de Paris.</u>	
208	Letter from Norsk Hydro to Zofi, Berlin, dated 15 July 1941, with the request to hand the attached folders to Herr Schritz and Herr Oster and to pass them on to M. Moreau, M. Wibratte and M. Couture, Paris.	71

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209	Answer of Zofi to Norsk Hydro dated 22 July 1941	72
210	Letter from Zofi to M. Vibrate, Paris, dated 22 July 1941. By this letter, a letter of the Director General of Norsk Hydro with enclosures is passed on to the addressee and at the same time to M. Moreau and M. Couture.	73 - 74
211	Letter from Zofi to M. Vibrate, Paris, dated 14/21 August 1941. By this letter, a further letter of Norsk Hydro is passed on.	75 - 77
212	Letter from Norsk Hydro to Zofi dated 18 August 1941. It contains again a request to hand further letters to Herr Schmitz and Herr Oster and to pass them on to M. Moreau and M. Vibrate, Paris.	78
213	Letter from Zofi to Norsk Hydro dated 21 August 1941, confirming that the letters have been passed on.	79
214	Letter from Norsk Hydro to Zofi dated 26 August 1941, containing the request to send the attached powers of attorney to M. Moreau and M. Vibrate, Paris.	80 - 81
215	Further letter from Norsk Hydro to Zofi dated 27 August 1941, containing the request to pass a letter and the prospectus concerning the issue of stock on to the Banque de Paris.	82 - 83
216	Letter from Zofi to Norsk Hydro dated 1 September 1941, confirming that the letters of 26 and 27 August have been passed on to Paris immediately.	84 - 85

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217	Letter from Norsk Hydro to Zofi dated 10 September 1941, with the request to pass a letter on to the Banque de Paris.	86 - 87
218	Letter from Norsk Hydro to Zofi dated 17 September 1941. The letters dated 26 and 27 August, which had been lost on their way to Paris, are again sent to Zofi in order to be passed on to Paris.	88 - 90
219	Letter from Zofi to the Banque de Paris, dated 21 February 1941. By this letter, folders of the Norsk Hydro are passed on for the attention of M. Moreau, M. Hibratto and H. Couture who are requested for their written comment on the propositions of Norsk Hydro.	91 - 92
<u>4. Implementation of the increase of capital.</u>		
220	Letter from Zofi Berlin to Norsk Hydro dated 3 July 1941. It contains an explicit report on the discussions conducted in Paris by Dr. ILGNER and Dr. KIRSTEN with the executives of the Banque de Paris. On the basis of a memorandum drawn up by the managers of Norsk Hydro, the desires of the Banque de Paris, concerning the implementation of the increase of capital are dealt with in detail. Agreement on the various items was reached. As an enclosure to the letter, the wording of an announcement is attached, which the Banque de Paris had published in France prior to the resolution on the increase of the capital of Norsk Hydro, i.e. prior to the 30 June 1941. Therein, the Banque de Paris states that 43% will be excluded from the offer to the existing stockholders and reserved to a German-Norwegian group of stockholders.	93 - 99

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221		Reply of Norsk Hydro to Zefi dated 15 July 1941. A memo attached contains the propositions made by the Norsk Hydro managers to the Styre concerning the implementation of the increase of capital.	100 - 104
222		Further reply of Norsk Hydro to Zefi dated 28 July 1941, commenting on various suggestions of the Banque de Paris. Norsk Hydro asks I.G. to pass on to the Banque de Paris the attached French translation of a letter.	105 - 107
223		Telegram from I.G., Berlin NW 7, to the Banque de Paris dated 29 July 1941. It conveys a request of Director General Eriksen to the effect that M. Moreau, M. Mibratte and M. Couture should wire their agreement with the suggestions concerning the increase of capital submitted to the Styre by the Norsk Hydro managers.	108 - 109
224		Telegram from I.G., Berlin NW 7, to Norsk Hydro dated 1 August 1941. 2 telegrams of the Banque de Paris to Director General Eriksen are passed on. M. Moreau and M. Mibratte wire their agreement with the propositions for the implementation of the increase of capital; they also explain certain conditions still to be fulfilled in order to obtain the agreement of the French authorities.	110-112
225		Letter from Dr. Pilder, Dresdner Bank, Berlin, to I.G. Berlin NW 7, dated 4 August 1941. Enclosed is a memo of the executives of the Banque de Paris. The letter also reports on an oral request made by M. Couture (Banque de Paris) to the effect that the subscriptions for the new stock covered by subscription privileges should be effected in Oslo only.	113

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227	Telegram from I.G. Berlin NW 7 to Norsk Hydro dated 13 August 1941. It conveys the contents of a telegram of the Banque de Paris to Director General Eriksen. Therein, the Banque de Paris gives its opinion on the various questions concerning the details of the increase of capital.	115
228	Telegram from I.G. Berlin NW 7. to Parisopi for the Banque de Paris dated 14 August 1941. It conveys the contents of a telegram of Norsk Hydro. Therein, Norsk Hydro deals with the comments of the Banque de Paris contained in the telegram passed on on 1 August 1941.	116 - 118
229	Telegram from I.G. Berlin NW 7 to Norsk Hydro dated 20 August 1941. It conveys the contents of a telegram from the Banque de Paris dated 19 August 1941, dealing with the comments of Norsk Hydro in the above mentioned telegram.	119 - 120
230	Telegram from I.G. Berlin NW 7 to Parisopi for the Banque de Paris dated 23 August 1941, conveying the answer (received by telegram) of Norsk Hydro to the telegram of the Banque de Paris dated 19 August.	121 - 122

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231	Letter from I.G. Berlin N° 7 to Deutsche Laenderbank A.G., Berlin, dated 25 August 1941. The main reason for which Norsk Hydro decided to have the subscriptions covered by subscription privileges effected at Oslo only was the policy not to give preferential treatment to the stockholders in certain countries. For the same reason, it was not possible to ask the Deutsche Laenderbank to cooperate in the matter.	123
237	Telegram from I.G. Berlin N° 7 to Parisopi for the Banque de Paris dated 29 August 1941. It conveys a message from Norsk Hydro to the effect that a copy of the prospectus has been mailed and that the prospectus is being published in the official Norwegian Gazette.	124
232	Telegram from I.G. Berlin N° 7 to Norsk Hydro dated 30 August 1941. It conveys the contents of a telegram from the Banque de Paris, according to which the prospectus concerning subscription for the new Norsk Hydro stock will be published in Paris on 1 September 1941.	125
233	Telegram from I.G. Berlin N° 7 to Parisopi for the Banque de Paris dated 1 September 1941. It conveys a message from Norsk Hydro to the effect that publication of the prospectus in Oslo could be effected on 3 September only. In addition, it contains a reminder to send the signatures of M. Moreau and H. Ibratto.	126 - 127
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I hereby certify that all documents contained in
this document book are literally conform with the
original documents submitted to the tribunal.

Luernberg, 27 April 1948

signed Dr. Herbert ILTH
Attorney-at-law.

AFFIDAVIT.

I, Dr. Wilhelm MOSCHEL, a resident of Jugenheim a.d.B.,
104 Hauptstrasse, have been warned that I render myself liable
to punishment in the case of a false affidavit. I hereby con-
firm that the following declaration in lieu of oath is true
and that it is made in order to be submitted as evidence to
the Military Tribunal VI, Palace of Justice Nuernberg, Germany.

In the end of 1939 or in the beginning of 1940 - I don't re-
call the exact date - I.G. was ordered by the Reich Air Ministry
to carry out the planning for an extension of magnesium pro-
duction by further 6,000 tons per year, and to suggest a suit-
able location for this production. As it seemed impracticable
for various reasons - in particular connected with problems of
energy supply - to extend the installations in the Bitterfeld
region further, we proposed to locate the production at Garsten-
hof. Pursuant to certain technical deliberations, we started
planning on the basis of the Aken and Stassfurt plants and
initiated negotiations with the Lech Power Plant concerning
the supply of energy. These negotiations were protracted,
because the Lech Power Plant was not willing to agree on a
price for the current acceptable to us. After a few months,
a report on these difficulties was submitted to the Reich Air
Ministry, whereupon the planning office (Gen.Ing. Tschorsch) inter-
vened in order to smooth the difficulties, which, however,
did not bring about an agreement with the Lech works.

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In September or October 1940, Herr v.d.Boy and I were invited to a conference with Herr Gen. Ing.Tschorschich, which was held in the Reich Air Ministry. He told us that the magnesium plant had become an urgent problem and that we should shift the location of the installation to Norway, as cheap and sufficient water power was available there. We were instructed to go to Norway in order to consult Dr. Keppenberg, when Reich Marshal Goering had made his plenipotentiary general for the extension of light metal production in Norway. At about the same time, we also had a conference with Dr. Heukirch (Gobecken). He told us that he had just returned from Norway, where he had been on an official mission, and that he had been told by Norsk Hydro that this firm had an unexploited reserve of energy generated by water power at its disposal; Herson would be a suitable location, because sufficient building space was available. In the end of 1940, Herr v.d.Boy and I went to Oslo in accordance with our official instructions in order to examine the technical practicability of the project. First of all, we submitted the project to Norsk Hydro. Dr. Aubert, then director general, was very much interested in the project and stated that he was willing to lend us his support. We discussed the technical problems thoroughly with Dr. Aubert and his collaborators, we inspected Herson - the prospective location - and we formed the impression during the discussions that Norsk Hydro would be eager to carry out such a project jointly with I.G., all the more as Norsk Hydro had in the past already shown its interest in such project.

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During the discussions with Dr. Aubert, he also told us that Dr. Koppenberg had already started negotiations with Norsk Hydro concerning the construction of an installation producing acetate of alumina (2,500 tons per year) by way of a process developed by Norsk Hydro and based on Labradorite. If I remember correctly, Dr. Aubert also told us at that time that Dr. Koppenberg intended to purchase from Norsk Hydro the license for the Tyin water power plant and that Norsk Hydro was, on its part, very much interested in the construction of a power plant exploiting the water power in Har. According to the instructions given us by the Reich Air Ministry, we then called on Dr. Koppenberg and informed him of our mission. He referred to his own authority and pointed out that it was necessary for I.G. to approach him, as the central authority and responsibility for the development of the entire light metal production in Norway had been vested in him by Goering. He then briefly explained his own comprehensive projects for the development of the industry and stated that the Nordag had been formed for this purpose; the project would be carried out by the Mineraloelbaugesellschaft (corporation for mineral oil production).

During the following weeks and months, a number of conferences was held the details of which I cannot now recall. I know that both Norsk Hydro and I.G. wished to solve all production problems without the participation of government authorities and that during the initial stage an agreement was reached with Norsk Hydro, to the effect that a corporation was to be formed for the installation at Heroen, and that I.G. was to participate to the amount of 51 %, Norsk Hydro to the amount of 49 % in this corporation. At a later stage, however, a conference took place in the Reich Air Ministry; at this occasion,

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Cjeika demanded 51 % for the state owned Nordag corporation. Eventually, agreement was reached on a participation of one third each for Norsk Hydro, I.G. and Nordag. In fact, Lettmetall was then formed according to this proportion of participation. Dr. Aubert was appointed chairman of the Aufsichtsrat, and several prominent Norwegians joined the Aufsichtsrat. Dr. Koppenberg became vice chairman. The representatives of I.G. stressed again and again that it was indicated to comply with the request of Norsk Hydro to the effect that Norwegian law should be strictly adhered to as far as the formation and structure of the joint venture, the Nordisk Lettmetall corporation, was concerned; the same applied to all other measures to be taken in this connection. As far as I know, this policy was followed throughout. It is a significant illustration of this policy that the majority of the Lettmetall Vorstand consisted of Norwegian nationals. The Vorstand consisted of 3 members. Two of them were designated by Norsk Hydro, I myself was designated by the German group. This attitude of I.G. is also shown by another fact: when the order for the construction of the Nordisk Lettmetall installation had been placed with I.G. by the Reich Air Ministry, I.G. put Norsk Hydro - at the request of this firm - in charge of all employee relations connected with Nordisk Lettmetall; this included the hiring of the workers employed at Horeen with Nordisk Lettmetall, their wages, furloughs and all social welfare measures. This measure was taken for two reasons: it eliminated the difficulties which would have resulted, if the workers of Nordisk Hydro and those of Nordisk Lettmetall, though working at the same place, had been given different treatment; it also ensured that all pertinent rules of Norwegian law were strictly adhered to in all circumstances.

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In accordance with the increased demand for magnesium, the Herøen project was extended by the Reich Air Ministry to a capacity of 10,000 tons of magnesium per year. In addition, and on the request of the plenipotentiary general for light metal production in Norway, the project was extended to the production of 25,000 tons per year of acetate of alumina from labradorite, 12,000 tons per year of aluminum, and 3,000 tons per year of kryolith, and furthermore to the production of the following by-products; 8,000 tons per year of chlorine (to be used in magnesium production), and 9,000 tons per year of sodium hydroxide. Later on, Dr. Koppenberg demanded an increase of the aluminum production to 24,000 tons per year, because the production projects of Nordag at other places met with difficulties. Norsk Hydro was not willing to participate in the financing of this extension of the aluminum production; however, the firm conceded that the I.G. and Nordag were allowed to undertake the expenditure necessary for this extension on their own. Later on, this extension project (called aluminum II) was dropped and the construction work involved cancelled, because the energy necessary for this extension could, prior to the completion of the Maar power plant - not be supplied without impairing the production of nitrogen.

Nordisk Løtmetall concluded license agreements with Norsk Hydro for the production of acetate of alumina, and with I.G. for the production of magnesium, kryolith, chlorine and sodium hydroxide.

I.G. undertook the planning and construction of the installations for magnesium, aluminum, kryolith and alkali in Herøen. Norsk Hydro undertook the planning and construction of the acetate of alumina-installation in Herøen, and of the water power plant in Maar; this firm also undertook the exploitation of the deposits of labradorite in Kinsedal and of kryolith in Lossedal.

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By far the largest part of the machinery and instruments necessary for Lottmotal installations including the water plant in Maar were ordered from Germany; in the course of the construction work, most of them were supplied by I.G.

The cooperation between I.G. and Nordisk Hydro was strongly supported by the executives of both firms and was friendly and loyal throughout even in the difficult circumstances prevailing. Repeatedly, the executives of I.G. intervened with German government departments on behalf of representatives of Nordisk Hydro; in several cases of arrests, they obtained the release of the arrested persons. In the same way, I protested both orally and in writing, when Herr Eriksen, the successor of Dr. Aubert, was arrested; unfortunately, I was unsuccessful in this case. I know that particularly Dr. ILGNER tried to obtain his release, although, he, too, did not succeed eventually. The German departments never informed me about the real reasons for Eriksen's arrest. I can only assume that it had been caused by the Reich Commissioner, because Herr Eriksen -and similarly many others of the officials of Nordisk Hydro- never concealed his aversion to the existing government.

The installation in Hørsen never started operations. In the middle of 1943, shortly before the first part of the plant was completed, it was heavily damaged by a bombing raid. Thereupon, the Speer ministry ordered to stop the construction work altogether. The order even extended to the closing down of the construction of the Maar power plant, although we launched

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repeated protests, because Horsk Hydro was very much interested in its completion. Again, we protested in vain when the order was issued to remove to Germany some of the machines and instruments supplied from this country. As this removal -which we started but reluctantly- was considered much too slow by the government departments, the plenipotentiary general for constructions in Norway appointed a commissioner in Nordisk Lettmetall who supervised the dismantling. Repeated clashes with this commissioner occurred, as we tried by every possible means to evade this senseless decree.

When the construction work had been stopped, I.G. -and particularly Dr. Ilgner, who even accepted, for this purpose, the temporary chairmanship of the Aufsichtsrat of Lettmetall, which he did at the urgent request of the Norwegian members- tried very hard to obtain from the Reich the payment of damages to Horsk Hydro. After protracted negotiations, this was eventually promised. However, no actual payment was, as far as I know, effected before the end of the war; this was caused by the general collapse.

When Herr Erikson, the director general of Horsk Hydro, had been arrested and taken to a POW camp, a Norwegian national who had previously been a member of the management of Horsk Hydro, and who was well connected with Terboven, the German Reich Commissioner in Norway, told me that the Reich Commissioner had encouraged him to seek appointment as director general of

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Norsk Hydro, as this post had been vacated by Eriksen's arrest. I dissuaded the gentleman strongly from taking such action, pointing out to him that I considered it extremely mean to exploit Eriksen's arrest in such a way. My attitude was approved by the other I.G. executives. I have heard that particularly Dr. ILGER reproached the Norwegian gentleman severely for his behavior.

From the negotiations and the cooperation between I.G. and Norsk Hydro, I have never formed the impression that I.G. intended to subjugate Norsk Hydro.

at present: Buchlein an der Bergstrasse, 19 March 1948

signed Dr. Wilhelm Moschol

I hereby certify the authenticity of the above signature, affixed before me, of Dr. Wilhelm Moschol, chemist, of Jugenheim an der Bergstrasse, 104 Hauptstrasse. He is personally known to me.

signed: Dr. Eberhard Jungfer

stamp

Notary Public
in the district of Landgericht
Darmstadt.

No. 164 of the document roster for 1948.

Fees

object: RM 3,000 (art. 24 RC)

1) fee according to articles 26, 39 KO	RM 4.00
2) turnover tax	" 0.12
total:	RM 4.12

signed: E. Jungfer
Notary Public

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CERTIFICATE OF TRANSLATION

5 May 1948

I, Ernst SCHAEFER, ETO 20 165, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the original document.

Ernst SCHAEFER
ETO 20 165.

AFFIDAVIT.

I, Julius FRANZ, at present in Nuernberg, Palace of Justice, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that my answers to the following questions put to me are corresponding with the truth and have been made in order to be submitted as evidence to the Military Tribunal VI in the Palace of Justice, Nuremberg, Germany.

After my activity at the Chemische Fabrik Griesheim-Elektron, a predecessor firm of the I.G. Farben, I was since 1928 employed as chief of the business administration of the Betriebsgemeinschaft Mittelddeutschland of the I.G., since 1932 as managing clerk and since 1943 as Titular Director.

Question 1: Did you have anything to do with the project Nordisk Lottmetall A.S., Oslo?

Answer: Yes. I belonged to the construction staff of the I.G., which was in charge of the installations of the Nordisk Lottmetall to be constructed in Norway in accordance with instructions by German government offices. I was in charge of commercial matters at the construction staff, and visited Norway repeatedly for this purpose.

Question 2: Was the project of the Nordisk Lottmetall in Norway part of the big light metal program of the Nordag, owned by the Reich?

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Answer: No. They were two entirely different projects.

Question 3: Had the I.G. generally anything to do with the Nordag projects?

Answer: No. The Nordag projects were carried out exclusively by the Reich Air Ministry, resp. by the companies belonging to the Reich Air Ministry.

Question 4: Can you tell us whether and in which way the Nordag and the Nordisk Lettmetall differed from each other in their legal and factual structures?

Answer: Only German agencies were partners of the Nordag, namely the Hansa Leichtmetall A.G., which belonged to the Reich Air Ministry, while a private Norwegian partner, the Norsk Hydro Elektriskvolstoff A.S., Notodden, and a private German firm, the I.G., also were partners in the Nordisk Lettmetall, with regard to the Nordisk Lettmetall, the Norsk Hydro and the I.G. took great care that at the organization and at the development of the company and its installations the Norwegian laws were strictly observed. The Nordisk Lettmetall was founded as a company under Norwegian Law and the statutes given to it at its founding were recognized by the Norwegian commercial judge.

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Furthermore, the majority of the Vorstand of the Nordisk Løtmetall was Norwegian, in accordance with the Norwegian Laws, to which in particular the I.G. agreed, in spite of the fact that thereby Norsk Hydro was represented by two officials in the Vorstand of the Nordisk Løtmetall, while on the other hand there was only one German a member of the Vorstand of the Nordisk Løtmetall. Besides, the Nordisk Løtmetall, and in particular also the construction staff of the I.G., always consulted Norwegian legal advisors, in order to make sure that in all spheres Norwegian laws would be observed.

I cannot judge how far all this does also apply to the Nordag.

Question 5: Who gave the order for the construction of the installation of the Nordisk Løtmetall?

Answer: For the magnesium installation, the Reich Air Ministry; subsequently, for the aluminium, aluminium sulphate installations etc. the order was given by Dr. KOPPEMBERG the Plenipotentiary of the Reich Air Ministry for the entire light metal industry in Norway.

Question 6: The Norsk Hydro is known to have increased in 1941 its share capital with 50 million Norwegian Kr. as a consequence of the participation in the Nordisk Løtmetall. Do you know why the Norsk Hydro effected this increase in capital?

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Answer: In order to finance the participation of the Norsk Hydro in the Nordisk Lattmetall, as the Norsk Hydro did not have enough capital available.

Question 7: Did you ever hear that the increase in share capital of the Norsk Hydro was effected for the purpose of transforming the allegedly French majority into a minority?

Answer: No, never. This supposition is, in my opinion, completely absurd, in view of the situation. Besides, I never knew that there existed a French majority in the Norsk Hydro.

Question 8: Have you ever heard, during the confidential I.G. conferences, in connection with the Lattmetall project, that the I.G. participated in the Nordisk Lattmetall only in order to increase its influence on the Norsk Hydro?

Answer: No. As far as I know, the I.G. participated in the Nordisk Lattmetall because it transferred its technical methods for the production of light metal and of some other products to this firm and because Norsk Hydro wanted to carry out these productions jointly with the I.G. Apart from this, the supposition mentioned above is completely absurd, also

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because the friendly and confidential relations which existed since many years between the heads of the Norsk Hydro and the I.G. were to the latter firm enough guarantee its interests would, in any case, be safe-guarded, independent of the participation of the I.G. in the Norsk Hydro.

Question 9: Do you know where the machinery, apparatus and materials were coming from, which were used in the construction of the installations of the Nordisk Løtmetall in Herøen, of the Wasserkraft Maare and of the labradorite and calcium fluorite pits?

Answer: Yes. For the largest part, from Germany; from Sweden for a value of appr. 12 million Swedish Kr. and from Switzerland and Norway, for a very small part.

Question 10: What was the total value of deliveries from Germany?

Answer: Approximately 167 million Norwegian Kr.

Question 11: After the bombing of Herøen and the following suspension of the construction of the Nordisk Løtmetall and water power plant Maare installations which had been ordered by the competent German offices in summer 1943, machinery and apparatus were transported back to Germany. Who ordered this?

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Answer: The German government ordered this, represented by the Ministry for Armament and by the Plenipotentiary for Constructions in Norway. The I.G. as well as the Norsk Hydro protested strongly against this order, however, without success. The attempts of the I.G. to postpone the dismantling were so conspicuous that finally a commissioner of the Plenipotentiary for Constructions in Norway was appointed in order to control the dismantling of the Nordisk Løtmetall; the members of the I.G. construction staff in Norway had repeatedly serious disputes with this commissioner.

Question 12: What was the value of all machinery and apparatus dismantled at the Nordisk Løtmetall and how much was shipped back to Germany?

Answer: By order of the German offices, machinery and apparatus parts for a total of appr. 28 million Norwegian Kr. had to be dismantled and handed over. Of these, however, parts at a value of appr. 12 million Norwegian Kr. remained in Norway, while parts for appr. 16 million Norwegian Kr. were shipped back to Germany.

Question 13: What was the value of machinery and apparatus still remaining in Norway, which had been imported from Germany, Sweden and Switzerland

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and what was the value of the newly constructed plant in Norway after deduction of war damages?

Answer: The Nordisk Løtmetall retained in Norway machinery and apparatus imported from Germany, Sweden and Switzerland for a value of appr. 128 million Norwegian Kr. The war damage is already deducted from this sum. To this have to be added the expenses for the assembling of this machinery and apparatus, which amount to appr. 40 million Norwegian Kr. The production buildings which were newly constructed on the factory grounds of the Norsk Hydro in Høroen and on other construction grounds of the Nordisk Løtmetall in Norway, the power plant and the pits had a value of appr. 100 million Norwegian Kr., after deduction of war damages. The value of all installations remaining with the Nordisk Løtmetall in Norway was therefore, after deduction of war damages, appr. 268 million Norwegian Kr.

Question 14: How much had the Norsk Hydro invested as their participation in the Nordisk Løtmetall?

Answer: A total of appr. 86 million Norwegian Kr.

Question 15: Did the dismantling of various machines and apparatus render impossible the operation of the Nordisk Løtmetall at a later date?

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Answer: No. Besides various kinds of technical apparatus, the dismantling was carried out mainly on organically connected machinery, which caused only a minor decrease of capacity. Factory parts had, however, also partly to be dismantled which would have to be newly installed before any future operation of the plant in the original capacity. The fact that this dismantling did, however, not cause any lasting damage, is proven by informations received by one of my collaborators from Norway, to the effect, that the chlorine-caustic soda electrolysis started operation already in June 1947 and is working very successfully. The air raid damage at the magnesium installation is at the present time being repaired, the installation will also be in operation after completion of the repair works.

Question 16: Did the suspension of construction of the Lettmetall installations in 1943 as ordered by the German Reich offices have any results in regard to the further financing of the Nordisk Lettmetall by the three partners?

Answer: Yes. After the suspension Norsk Hydro requested not to participate any more in the further financing of the Nordisk Lettmetall. The German partners led by the I.G. showed understanding for this viewpoint, and took over the payments, which were still due, in spite of the fact that Norsk Hydro would have been obliged, through the existing contracts, to pay one third of it.

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The still existing obligations of the Nordisk Lettmetall amounted to appr. 30 to 40 million Norwegian Kr. till the end of 1944, and were now taken over by the two German partners of the Nordisk Lettmetall to equal halves.

Question 17: Did Norsk Hydro, as one of the three partners of the Nordisk Lettmetall, receive any compensation for damage from the German side ?

Answer: Dr. ILGNER obtained, in very complicated and long-drawn negotiations that all three partners, therefore also Norsk Hydro, were to receive full compensation for the damage sustained. The compensation comprised damages resulting from the air raid on Høroen as well as damages resulting from the shut-down which had been ordered. This was the first case in which during the war a promise from German authorities was obtained to the effect that a foreign firm was to receive by the Reich compensation for war damages.

Question 18: Were these compensation payments effected ?

Answer: No. The authorization was indeed granted by the German authorities shortly before the end of the war; the payment could, however, not be any more effected because of the events of the war, neither to the Norsk Hydro nor to the I.G.

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Question 19: What caused the damage suffered by the three firms who participated in the Nordisk Lettmetall, Norsk Hydro, I.G. and Hansa Leichtmetall, resp. Bank der Deutschen Luftfahrt ?

Answer: The damage was caused by the air raid on the installations of the Nordisk Lettmetall in Høroen and the subsequent order by the German government to shut down all installations of the Nordisk Lettmetall.

Question 20: Do you know why the Director-General of the Norsk Hydro, Bjørn ERIKSEN, was arrested shortly after his appointment as Director-General of Norsk Hydro in summer 1943, and brought to Germany to a POW camp ?

Answer: The formal reason was probably that according to the regulations of German authorities, Norwegian reserve officers were to be arrested as POWs. These regulations offered a welcome opportunity to the Reich Commissioner for Norway to prevent ERIKSEN from carrying-out his job as Director-General of Norsk Hydro, as he, as well as the entire administration of Norsk Hydro, were known enemies of Quisling.

Question 21: Who had requested that ERIKSEN be appointed Director General of Norsk Hydro in 1943?

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Answer: As far as I know, the administration of the Norsk Hydro itself requested it, supported by the I.G., against the opposition of the Reich Commissioner. The Management of Norsk Hydro agreed to the joint proposal of the Norwegian administration and the I.G.

Question 22: Do you know whether the Reich Commissioner attempted after the arrest of ERIKSEN, to appoint a man of his choice as Director-General at the Norsk Hydro?

Answer: Yes. I have learned that he actually attempted to appoint to this post a Norwegian who enjoyed his confidence; it was the same man whom the Reich Commissioner meant to appoint already before as Director-General of the Norsk Hydro.

Question 23: What was the position taken by the Norsk Hydro and the I.G. ?

Answer: The Norsk Hydro rejected this, as it did not want to have a man of confidence of the Reich Commissioner in its management, and the I.G. supported the Norsk Hydro in this position. I know that Dr. ILGNER explained very clearly to the Norwegian in question that it was impossible that he take ERIKSEN's place during the latter's absence, and also advised him strongly, not to act as a candidate of the Reich Commissioner.

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Question 24: Was now a new Director-General appointed to the office vacated by ERIKSEN ?

Answer: Not as far as I know. The other directors carried on the administration of the Norsk Hydro under the presidency of Professor RACHE-WIIG.

Question 25: Did the I.G. take any steps in order to liberate ERIKSEN from the Po^v camp?

Answer: Yes. Dr. ILGNER in particular made great efforts on his behalf. In view of the Reich Commissioner's hostile attitude, Dr. ILGNER exposed himself doubtlessly to a great risk, through his repeated efforts. As, because of this hostile attitude of the Reich Commissioner, ERIKSEN could at that time not return to Norway without danger for his life, Dr. ILGNER secured a residence for him at a branch office of his plant in Buk near Berlin.

Question 26: Has the entire transaction Nordisk Lettmetall anything to do with robbery and pillage?

Answer: No. Exactly the contrary is the case.

- a) The I.G. transmitted to the Nordisk Lettmetall, Oslo four important chemical procedures in accordance with the newest technical developments, which had been worked out

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through the life-work of many technicians of the I.G.
The I.G. trained, furthermore, in its works in Bitterfeld,
for months a number of Norwegian engineers, experts and
foremen in order to make them acquainted with the procedure
transmitted to Norway.

- b) Both German partners of the Nordisk Løtmetall, as I have
already mentioned, imported from Germany to Norway machinery
and apparatus for appr. 167 million Norwegian Kr. Of these,
machinery and apparatus at a value of at least 128 million
Norwegian Kr. remained definitely with the Nordisk Løtmetall,
on the factory grounds of the Norsk Hydro in Herøen and on the
other construction grounds of the Nordisk Løtmetall in Norway.
The total value of the new installations of the Nordisk Løt-
metall remaining in Norway amounts to appr. 268 million Norwegian
Kr., as already stated.
- c) Norsk Hydro was since many years interested in the construction
of another water power plant. It was, however, not able to realize
this project, because it was lacking of the additional pro-
duction basis required for this. This old project of the Norsk
Hydro was carried out through construction of the water power
plant Maare which was carried out in connection with the light
metal project of the Nordisk Løtmetall. The great value of
this water power plant for Norsk Hydro is also demonstrated by
the fact, that, according to informations received by me, the
construction of the water power plant Maare will be completed
and the power plant probably put into operation in 1949.

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d) It is self-understood that all this results in a considerable advantage to the entire industry of Norway and in particular of the Norwegian firm Norsk Hydro. But also at the time of the carrying-out of the transactions, the members of the staff of the Norsk Hydro were of the opinion that the construction of the Nordisk Lettmetall installations in Norway represented a great benefit for the Norsk Hydro and anything but robbery and pillage; this also results from a remark made during the war by Director General ERIKSEN to one of my collaborators, he then said, literally: "We are happy that now we succeeded to get another leg to stand on, namely the light metal leg in addition to our nitrogen leg."

(With nitrogen leg ERIKSEN meant the nitrogen production of the Norsk Hydro).

Nurnberg, 12 March 1948

signed: Julius FRANZ

The above signature of Julius FRANZ, personally known to me, who is residing at the present time in Nurnberg, Palace of Justice, is herewith certified and witnessed by me,

Nurnberg, 12 March 1948.

signed: Dr. Walter BACHM
Assistant Defense Counsel

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EXCERPT FROM THE 24th MEETING OF THE VORSTAND OF 5 February 1941
Document NI-8079, Exhibit 1193, volume 65, page 84.

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3) Magnesium Norway.

HAEFLIGER and Dr. WORSCHEL report on their negotiations in Oslo with the Norsk Hydro in regard to the construction of a magnesium installation of 10,000 to. in Hørsen. The participation of the I.G. is planned at 51%, of the Norsk Hydro at 49%. All agreements had only referred to the joint construction of a magnesium factory; on the last day came an additional order by Dr. KOPPENBERG (in his capacity as delegate of the RIM) to the effect that also an aluminium factory with a capacity of 12,000 to., an aluminium sulphate installation with a capacity of 25,000 to. and a cryolyth factory of 3 - 10,000 to be constructed in Hørsen. The entire construction project amounts to appr. 160,000 million Kr., roughly. The I.G. will, besides, probably be invited to participate in the founding of a aluminium factory in Sanda. After detailed discussions in which it was pointed out that the I.G. was very interested in getting a foothold in Norway, in particular also in view of the planned construction of large water power plants, it is decided to direct further negotiations in the sense that the I.G. participates in the Hørsen project with 51% and the Norsk Hydro with 49%, that we, however, also accept a distribution of Norsk Hydro 40%, I.G. 40% and Koppenberg group 20%, according to the attitude of the authorities, and that we would, finally,

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even be ready to accept a proportion of Norak Hydro 40% I.G. 30%
and Koppenberg 30%. The prerequisite is that the capital may be
procured, if possible, through a loan of Norwegian or other capital
in a manner agreeable to the I.G. The I.G. states that it is not
interested in the Sans project.

.....

CERTIFICATE OF TRANSLATION

5 May 1948

I, Helene LALLEMAND, Civ.No. AGO B 398 038, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of original document.

Helene LALLEMAND
Civ.No. AGO B 398 038.

AFFIDAVIT.

I, Gerhard BERGHOLD, Hallein near Salzburg, Burgried 35,
having been warned in the first instance that I render myself liable
to punishment by making a false affidavit depose and declare that
my statement under oath corresponds to the truth and that it is to
be submitted as evidence to the Military Tribunal VI, Court of
Justice, Nuernberg, Germany.

I state the following under oath:

In my capacity of official of the Reich Ministry of Economics
I was assigned to the German Civilian Administration in Norway in
April 1940. Up to the end of the war I was a member of the German
Reich Kommissariat at Oslo; at first my office was that of Referent,
later on I was appointed Department Chief in charge of different
spheres of activities within the Main Department National Economics.

As early as the beginning of September 1940 I came into contact
with circles of the Norwegian resistance movement. After the end
of the war, end of June 1945, after having been confined for a
short time in an internment camp for Germans, I was discharged from
the camp at the instigation of Norwegian circles; I then stayed
with the Norwegian Company, A/S Borregaard, at Sarpsborg, with the
permission of the authorities, left Norway on 18th October 1946,
again with the permission of the competent Norwegian authorities, and
on 21 October 1946 I took over the office ^{of} a Secretary to the
Directorate with a subsidiary company of A/S Borregaards, the
Kellner - Partington Company Ltd., at Hallein near Salzburg/Austria.

- 2 -

In view of my official work in Norway during the war I obtained insight into the activities of the IG Farben in Norway. In particular, I was entrusted with the task of negotiating with the representatives of the Norwegian Quisling Government, the A/S Lettmotall and the A/S Nordag, concerning the State licence to be granted to these two companies.

In general it must be stated that the IG Farben was not popular with the German Reichs Kommissar for Norway, Terboven. Apart from this, there were considerable differences between the IG Farben on the one hand and Dr. Koppenberg on the other hand. Soon after the occupation of Norway Koppenberg was appointed the German representative in charge of the entire Norwegian Aluminium Industry; during the first years of the war he was the most important man with the A/S Nordag and he tried constantly to obtain a greater influence on the A/S Lettmotall as well. Koppenberg had been given far-reaching authority and was strongly supported by the German Reichs Kommissariat in Oslo.

It is necessary to go into the details of Koppenbergs position because his plans were quite unlimited; he wanted to increase the Norwegian Aluminium Industry from about 40,000 tons per year to 220,000, and he would certainly have included the Maar water power, which belonged to the Norsk Hydro, in his program, if IG Farben, together with the Norsk Hydro, had not undertaken the exploitation of this water power.

- 26 -

- 3 -

Norsk Hydro had the choice between being used by Koppenberg for the execution of his plans or of carrying out the construction of the installations for the exploitation of the Maar water power, and of the light metal plants which were being demanded by the German official agencies, in cooperation with IG Farben, the latter being really the more obvious procedure.

I do not know the preliminaries which led to the foundation of the A/S Lettmetall, in which the Norsk Hydro, the IG Farben and the Bank der Deutschen Luftfahrt participated. I only know from what I was told that the Norsk Hydro itself was said to have been interested in a light metal plant for the production of magnesium from sea water and for the production of aluminium oxide from the Norwegian raw material Labradorit. I consider it out of the question that the IG Farben, either directly or through the channels of official agencies, forced the Norsk Hydro to participate in A/S Lettmetall. I was a witness on several occasions when Dr. ILGNER decidedly warned the then Senator OTTO, Chief of the Main Department, National Economics at the Reichs Kommissariat, against applying force against the Norsk Hydro and the Norwegians in general.

The transfer to German hands of the Norsk Hydro shares which were in French possession was in my opinion a matter in which official agencies in Germany were particularly interested. Thus I know from a discussion with the then President at the Reich Ministry of Economics, KEHRL, that KEHRL was specially interested in getting these shares into German hands in order to be able to exert a decisive influence on Norsk Hydro.

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- 4 -

KEERL said that it was in no way his intention to transfer all the Norsk Hydro shares in French possession to the IG Farben. Rather should the shares be distributed among various German agencies, so that the IG Farben should not be the only one to have an influence on the Norsk Hydro. During this discussion KEERL demanded that the French share holders should not be allowed to use French blocked accounts in Norway for the acquisition of the new shares to be issued when the capital of the Norsk Hydro was increased. To pay for those new shares by way of the Norwegian-French Clearing was out of the question according to my experiences. In August 1941 the first agreement concerning the mutual exchange of goods was concluded after the occupation of both countries by Germany. This agreement had hardly any practical importance in view of the limited supply possibilities of both countries. In any case it would have been impossible to obtain from the deliveries of French goods to Norway the Norwegian Crowns required for the acquisition of the new Norsk Hydro shares.

In connection with the question of granting a licence to the A/S Lettmotall the distribution of capital played a decisive part. Terboven and the Reich Ministry for Aviation demanded a German majority of capital. The Norwegian side made the proposition that the Norwegian water powers should be developed and exploited by companies which worked exclusively with Norwegian capital.

- 5 -

When this proposition had been rejected by Terboven the suggestion was made by way of a compromise that the participation of Norwegian capital should be permitted to amount to 60% in the Electric Companies, but that in the manufacturing companies the German capital should have the majority.

This plan was supported by Dr. ILGMR in particular, as also by various other referents of the Reich Kommissariat. But this suggestion, too, was finally rejected by Terboven though he had agreed to it at first. During the discussions concerning the participation of German capital Dr. ILGMR took the point of view that the IG Farben was not interested in a German majority of capital.

The negotiations concerning the granting of a Norwegian licence to A/S Lottmetall were made very difficult by the fact that in accordance with a request of Terboven and of the Reich Ministry for Aviation, the licence to A/S Lottmetall should not be granted before the licence to A/S Nordag was secured as well. Terboven and the Reich Ministry for Aviation assumed that the licence for A/S Lottmetall would be easier to obtain, in view of the co-operation between IG Farben and Norsk Hydro, than the licence for A/S Nordag, and that certain requests which were being made in connection with A/S Nordag might be prejudiced thereby. The negotiations for the granting of a licence dragged on for several years. This might be regarded as a proof of the fact that during these negotiations no coercion was applied to the Norwegian participants.

- 29 -

- 6 -

Director General ERIKSEN, and after his transfer to a German prisoner of war camp, Advocate MEINICH-OLSEN of the Norsk Hydro, attended these negotiations as fully authorized participants. Not the slightest pressure was ever exerted on the two gentlemen who represented the point of view of Norwegian Law, in order to induce them to change their attitude. The representatives of IG Farben, as well as myself, were of the opinion that during the negotiations for the granting of a licence any coercion of the Norwegian should be avoided. Dr. IIGNER took the same point of view on the occasion of his stay at Oslo.

With regard to the question of the financing of the construction work to be carried out for the A/S Lettmetall (the same considerations also applied to the financing of the A/S Nordag) I should like to point out that the extension of the Norwegian industry demanded by the political rulers in Germany would, if need be, have been financed with the help of funds debited to the "occupation account", just as were the large-scale constructions of the Wehrmacht in Norway. This possibility was repeatedly discussed during internal conferences. On the other hand the German financial exports, effectively-supported by Dr. IIGNER, could establish the principle that all deliveries of materials should be supplied by Germans as far as possible and should be paid for in Reichsmark by the German share holders of the A/S Lettmetall in Germany, while the Norsk Hydro should make its share of capital consisting of Norwegian Crowns available for the financing of the expenditure required in Norway.

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- 7 -

The funds required in Norway in excess of this should be covered in the first instance by Norwegian loans, in the second instance by remittances from Germany by way of the German-Norwegian Clearing, and only in the last instance by the use of "occupation funds". In this connection the circle of German financial experts were agreed that the use of "occupation funds" should be avoided under all circumstances, and that remittances by way of Clearing should only be permitted in the last resort and only if Germany had a correspondingly large Clearing account in Norway. In any case the German financial experts were convinced that the method of using of Norwegian capital would be for Norway the most bearable way of financing these requirements.

It is known to me that Herr Bjarne ERIKSEN vehemently rejected Quisling and gave unmistakable expression to his views about Quisling and his party in the presence of OTTO, the Chief of the Main Department National Economics. Therefore Terboven was opposed to ERIKSEN. In spite of this the IG Farben supported in every way the appointment of ERIKSEN as Director General of the Norsk Hydro in succession of Dr. AUBLET. According to my knowledge of the matter the decisive factor in connection with ERIKSEN's arrest, apart from his well-known attitude with regard to Quisling, was a letter which he had addressed to the Vorstand or Aufsichtsrat of the Norsk Hydro and in which he recommended that Norsk Hydro should discontinue its manufacture of heavy water, in order to save the plant from the danger of an allied bombing attack.

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- 8 -

In this connection I would like to mention that the Wehrmacht only made ERIKSEN a prisoner of war in order to prevent his arrest by the Gestapo which had been ordered by Terboven. I was personally present when Dr. ILGNER repeatedly and cleverly exerted his influence with OTTO in order to obtain the release of ERIKSEN, so that even OTTO was prepared to recommend ERIKSEN's release. As far as I know the release miscarried because of certain conditions on which Terboven insisted.

Hallein near Salzburg, 22 March 1948

/s/ Gerhard BERGHOLD

Document Roster Z1: 207/1948

I herewith confirm and certify the authenticity of the above signature affixed in his own hand by Herr Gerhard BERGHOLD, employee at Hallein, Burgfried No. 45, who proved his identity to me by means of his personal identification paper for foreigners and stateless persons, complete with photograph, issued by the Bezirkshauptmannschaft Hallein, Police Department, on 28th November 1946, No. 2458 H/46.

Hallein, 22nd March 1948

Fees for certificate including tax and stamp duty: 9,65 Shilling

signed: signature

2 stamps
1 seal
1 duty stamp

Deputy of the Notary Public Hallein
appointed on the basis of a decision
of the district Court Salzburg on
9th August 1945 Jv 114-13 n/45 (Slzb)

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COPY.

MINUTES

of the Meeting of the Aufsichtsrat of the Nordisk
Lettmetall A/S. Oslo, of 6 July 1943.

Under the direction of the Chairman the meeting of the Auf-
sichtsrat of the Nordisk Lettmetall A/S, which had been originally
called for the 5th July 1942 at Oslo, was held by unanimous
agreement on Tuesday, 6 July 1943, at 16 hours, at the Company's
office at Hørooya.

Of the members of the Aufsichtsrat the following were present.

Dr. Axel Aubert, Chairman

Direktor Dr. Ernst Buørgin

Direktor Paul Haefliger

Direktor Frithof Høydordal

Direktor Dr. Max Ilyner

Dr. Gasvard Martinsen

Direktor Fritz Rudolf

apart from these the following members of the Vorstand were
present:

Dr. Wilhelm Moschol

Advokat Bjarne Eriksen

Direktor Antonius Foss.

Furthermore there were present:

Direktor Wilhelm von der Boy.

- 2 -

Point 4. Proposition that no interest should be charged on the loan granted by shareholders to the company.

ERIKSON suggests that it should be agreed that the loan granted by the shareholders to the company should be made free of interest.

ILGNER welcomed this suggestion and proposed that the Kr 75,000,000 which had been earmarked for the future increase of the company's share capital from Kr. 45,000,000 to Kr. 120,000,000 should be transferred to the account for increase of capital and should be retroactively granted free of interest. Loans granted by the shareholders in excess of this should be made conditionally free of interest for the time being. When making this rule one should assume that in principle all partners will pay the same amounts to Lettmetall. In as far as there are differences in the payments made, the interest must be adjusted between the partners.

The members of the Aufsichtsrat declare their full agreement with this rule, also in the name of the three share holders.

/s/ Axel AUBERT

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EXCERPT FROM MINUTES OF THE COMMERCIAL COMMITTEE

(Commercial Committee minutes) of 2nd November 1943

Page 5:

.....

8) Norway, Financing of Lettmetall.

Pursuant to the journey of Messrs. HALFLIGER, ILGNER and OSTER, Dr. ILGNER reports on the negotiations with the Norsk Hydro and on the situation which regard to the Nordisk Lettmetall. The three partners of the Lettmetall, Hydro, Luftfahrtbank, and IG have agreed to apply for compensation of the damages incurred by reason of the attack and the order to close down. If the War Damage Insurance will not make payment, the difference between the actual value of the installations and the investments made will be demanded from the Ministry for Aviation in its capacity of contractor. As Hydro being the weakest partner will suffer the greatest loss, and only participated at the time at the instigation of the IG, the two German partners are to relieve Hydro to a certain extent of its risk by giving it the right to offer to them that part of its investments with Lettmetall which exceeds its share in the actual value of the installations. It can exert this right if new constructions are not carried out within two years after the end of the war. Beyond this, the German partners are to grant, Hydro an advance on the claims which the Lettmetall has against the Reich for payment of damages, as soon as these amounts have been definitely promised.

EXCERPT FROM THE 41st MEETING OF THE VORSTAND
of 4 November 1943.

Page 5/6:

.....

6) Nordisk Lettmetall A/S Herøen.

HAEFLIGER and Dr. IIGNER report in detail on the negotiations recently conducted concerning the Nordisk Lettmetall A.S.

Since by reason of a decision of the Central Planning Board the closing-down in principle of the entire plant, including the water power, has become necessary, there are mainly winding-up matters to be dealt with, as well as the task of obtaining compensation, as far as possible, from the competent official agencies for all damages, incurred, and still being incurred, partly because of the bombing attack and partly because of the order to close down.

Dr. IIGNER reports in detail in this connection that the Reich War Damage Office has promised in principle to pay for 2/3 of the war damage incurred, while the remaining third will be paid by the Norwegian Insurance Companies. Compensation for all damage incurred apart from the war damage proper will be demanded from the Reich Ministry for Aviation in its capacity of employer of the two German share holders of the Lettmetall. In principle the sum to be demanded is to be calculated by deducting from the amounts invested in Lettmetall up to now (about nkr. 330 millions) the actual value of the remaining installations (preliminarily estimated at about nkr. 148 millions), furthermore, the amounts to be repaid by the Reich War Damage Office and the Norwegian Insurance Companies (preliminarily estimated at about nkr. 40 millions), as well as the amounts realized from the sale of equipment (about nkr. 13 million), which brings it to a total of about nkr. 129 million.

- 2 -

As Norsk Hydro being the weakest partner has suffered the greatest loss and only participated at the time at the instigation of the IG, the two German partners are to relieve it to a certain extent of its risk by giving it the right to offer to them that part of its investments with Lottmetall which exceeds its share in the actual value of the installations. It can exert this right if no new constructions are carried out within 2 years after the end of the war. Beyond this, the two German partners are to grant Hydro, if need be, an advance on the amounts which it invested in Lottmetall in excess of the actual value, as soon as a promise has been obtained from the Reich that payment will be made.

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Nordisk Løttnotell A/S.
Kongensgate 6
Oslo.

M.O./EWL

30 December 1943

With regard to the agreements which are in abeyance by reason of the incidents at Merceya, your Aufsichtsrat has passed the following resolution at its meeting of 28 October of this year:

"Norsk Hydro, Luftfahrtbank, and IG, are in agreement that there is no reason in view of the present situation for amending or supplementing the existing agreements, as they continue to form the basis of collaboration. Should circumstances arise which create a new situation, the three partners are even now agreed that the existing contracts are to be suitably adjusted to the new situation."

We herewith declare our definite agreement to this resolution.

Yours truly

p.p. NORSK HYDRO-ELIERTRISK
KVÆSTOFAKTIESELSKAB

/s/ KIELLAND /3/ Meinich OLSEN

COPY

I.G. Berlin NW 7
Unter den Linden 78

To

Herrn

Director MOSCHEL
Bitterfeld

Berlin NW 7
Unter den Linden 78

Our initials
Central Finance Administration
Department F.S.
Hz/D 14/342
17 March 1944

Subject: Nordisk Lettmetall A/S. Oslo.

We received today from the Luftfahrtbank the notice about the conference with Ministerial Director CEJKA. We enclose the notice as agreed.

1 Enclosure

Central Finance Administration
gez. HENZE

COPY

COPY/M

Generalluftzeugmeister
Industrial and Economic Office (Industriewirtschaftsamt)(GL/F)
File Note
Az. 66 p 20 (GL/F 3 II C)
11 February 1944

Subject: Nordisk Lettmetall A/S

Notice about a conference on 13 January 1944

Present:	Min. Dir. Cojka	- GL/F
	GER Hellwig	- GL/F 3
	Reg. Rat Doye	- GL/F 3 II C
	Dir. Rudolf	- Acrobank
	Dir. Dr. Moschel	- Nordisk Lettmetall A/S

Director Dr. Moschel reported that the Horsk Hydro has got into a tense financial position because of the destruction and closing-down of the installations of the Nordisk Lettmetall. The Horsk Hydro had participated, as each of the three shareholders, in the Nordisk Lettmetall by granting shareholders' loans amounting to about 71 million nkr. Before the attack on Horeen negotiations had been conducted with the Norwegian banks concerning the granting of a loan to the Nordisk Lettmetall. The banks had already promised to grant such a loan when the attack on Horeen had occurred which had resulted in the closing-down.

- 2 -

The Nordisk Lettmetall was to have used the amounts of the loan for paying back the loans granted by the shareholders. Therefore the Norsk Hydro had been entitled to count definitely on receiving this sum about 71 million nkr. Furthermore, it had incurred additional damage because it had itself invested sums amounting to about 30 million nkr. for deliveries to the Nordisk Lettmetall, in consideration of which investments it was to have received interest and amortisations from the Nordisk Lettmetall. The Nordisk Lettmetall had given a guarantee in respect of the interest and amortisations on the amounts invested by the Norsk Hydro. The Norsk Hydro's need of funds was to be explained furthermore by the fact that it had to build up its own plants which had been destroyed by the air attack, in order to maintain its production of Nitrogen. But as it only had a claim in respect of these plants against the Norwegian Insurance Companies on the basis of the Norwegian War Damage Regulations, it could not count on these claims being settled for the time being. Therefore Director Dr. MOSCHEL asked that one should examine the possibilities of transferring as soon as possible a considerable amount to the Norsk Hydro as an advance payment, so that the Company should not incur any further damage by reason of its preparedness to co-operate with Germany.

Director RUDOLF supported the request of the Norsk Hydro and stressed the fact that it was in the interest of German prestige that a settlement in favor of the Norsk Hydro should be reached as soon as possible.

As it is only possible to help the Norsk Hydro if the total damage incurred by the Nordisk Lettmetall by reason of the air attack on Hareon and the following closing-down is established as soon as possible, and compensation is paid to the three shareholders of the Nordisk Lettmetall in instalments which should still be fixed, office chief Gl/F suggested that in the near future a conference between the Reich Minister for the Interior, the Reich Minister for Finance, and the Reich Minister for Aviation, and their authorized representatives, should be called which would have to decide about the three following questions:

- 40 -

- 3 -

- 1.) When settling the damage incurred by the Nordisk Lottmetall all three shareholders will, on principle, be treated equally, in accordance with German War Damage Law;
- 2.) the fixing of the amount of the total damage incurred including the costs of closing down;
- 3.) The fixing of the first instalment of the war damage compensation to be paid to the shareholders, and the examination of the possibilities of making a transfer to the Norsk Hydro.

It is necessary for the preparation of this conference that the Reich Ministry for the Interior and the Reich Ministry of Finance should be submitted a survey of the damage incurred by the Nordisk Lottmetall. Director RUDOLF undertook the task of submitting the new survey in triplicate to the office. In order to reach a final settlement of the damage it will be expedient to fix the amount of the total damage incurred, i.e. to fix a lump sum in respect of the current annual expenditure.

In order to find out what the present urgent financial requirements of the Norsk Hydro amount to, Director Dr. MOSCHEL undertook the task of submitting records concerning the liquidity of the Norsk Hydro to the office as soon as possible.

/s/ CEJKA

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EXCERPT FROM THE MINUTES OF THE COMMERCIAL COMMITTEE

(Commercial Committee minutes) of 28 June 1944.

Page 4/5:

.....

9. Norway.

Dr. ILGNER reported with regard to the matter of the payment of War Damage Compensation to Nordisk Lettmetall that the meeting of all Ministries concerned, which had been planned for a considerable period had now taken place, with the result that the War Damage Office's obligation to make payment had been acknowledged in full i.o. also in respect of the share of the Norsk Hydro, as far as it was a question of direct war damage and the items connected with this. The payment of 2/3 of the sum in question, amounting to about nkr. 45 million, is to be made immediately, whereas the remaining third is to be paid when it has been established that the Norwegian War Insurance Companies will not be in a position to pay, or to pay in full. As regards the refunding of the so-called closing down costs, which amount to about nkr. 212 million, a final decision has not yet been made. This question is to be submitted to a special committee formed at the Reich Ministry of Economics. The Reich Ministry for Aviation has made the suggestion that the Reich should take over in full the claims resulting from the loans granted by all three shareholders and that it should grant the Lettmetall an adequate reduction of the claims taken over in order to enable the company to work on a paying basis,

- 1 - (cont'd)

Apart from this, the Reich is to receive from the Lettmetall a promise to pay when able. This planned settlement, which means that the risk of the three shareholders will now only apply to their share of the stock capital, amounting to 15 million mks. each, is extremely favorable for us. The negotiations in the matter are being continued by the Reich Ministry for Aviation.

- 2 -

In conclusion Dr. ILGNER reported that with regard to the question of Herr ERIKSEN's release from the prisoner of war camp the approval of the Reich Kommissar Norway has been in the meantime received. The official application for release will be submitted to the OKW forthwith. After that Herr ERIKSON will be stationed at Bugk.

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CERTIFICATE OF TRANSLATION

5 May 1948

I, Julia KERR, Civ.No. LTO 20 185, hereby certify that I am
a duly appointed translator for the German and English
languages and that the above is a true and correct trans-
lation of original document.

Julia KERR
Civ.No. LTO 20 185

Excerpt from the 45 meeting of the Vorstand from 30 June 1944.

Page 3:

.....

5) Norway:

Dr. ILGNER informs about the latest stand in the war damages question Lettmetall. A joint meeting of the interested ministries resulted in a recognition of a basical 100% indemnity obligation of the War Damages Office.

As to the question of damages resulting from the shutting down further negotiations have to take place; to this the Reich Air Ministry suggested that the liability of the three shareholders Norsk Hydro, Bank der Deutschen Luftfahrt Inc. and I.G. be restricted to their share in the capital stock of kr. 15 million each.

.....

Excerpt from the 47. meeting of the Vorstand from 25 October
1944.

.....

Page 1:

2 a) Lettmetall.

ILGNER informs that a new inter ministerial meeting resulted in an agreement, expressed by all the interested Reich ministries, to the effect that the Reich takes over the full amount of loans granted by the three shareholders to Lettmetall so that each shareholders' liability will be restricted to their share in the capital stock of 15 million each. Thus the Reich becomes creditor of the Lettmetall to the amount of the shareholders' loans which amount altogether to about NKr. 250 million, at the same time it is planned that the Reich will grant a reduction so as to enable Lettmetall to work profitably later on. Besides the Reich will receive from the debtor letters of promise to pay when able. The proper decision has not been dispatched officially yet, however, to be expected in the nearest future.

.....

(19) Dessau, Box 500
Tel. Dessau 4186, Ext. 108
Dessau, 14 February 1945
Leipzigerstrasse 7
Tel. A 2 Flora 0047
Cable address: Reichsluft Berlin

German Air Minister

66 p 20 (Chief of the
Economy Office LF 3 II B)
Please give in your answer
business sign, date and short
contents.

Copy

TO: Nordisk Lettmetall A/S

Oslo

Kongensgate 6, III

SUBJECT: Redemption of shareholders loan.

The Reich Minister of Finance has approved the redemption of the loan, which had been granted to you by three shareholders, the I.G. Farbenindustrie, the Bank der Deutschen Luftfahrt A.G. and the Norsk Hydro Elektrisk Kvaelstoffaktieselskab by a Reich loan. Therefore I shall have assigned to me the claims of the three shareholders as of 31 December 1944 resulting from the loan which had been granted to you. The shareholders loans amounted, according to an information from I.G. Farbenindustrie A.G., including 4 1/2 interest for payment in advance for delivery of machines per 31 December 1944:

I.G. Farbenindustrie A.G.	98 441 294,- Nkr.
Bank der Deutschen Luft- fahrt A.G.	97 216 768,- Nkr.
Norsk Hydro	71 172 000,- Nkr.

Please confirm this balance.

Rescinding loan conditions previously agreed upon I suggest the following regulations:

- 2 -

The Reich loan is to bear interest. For the period of the shutting down of your installations I will not fix a rate of interest but I reserve for myself the right to fix the time at which the interest will start to run and the interest rate.

The loan is to be redeemed starting 1 January 1945 at the amount of the amortization rate. After the operation of the whole factory or its parts will be started I reserve for myself the arrangement of different redemption rates. The amortization rate will be according to amortization directives of the Reich Minister for Armament and War Production, dated 1 September 1944, for emergency plants. They are to be paid every three months subsequently to the Office cashier II of the German Air Ministry, Dessau, Current account with the Reichsbank No. 176/1998.

Furthermore those indemnities are to be used for the redemption of the Reich loan which will be paid to you by German or Norwegian war damage payments or by insurance companies.

In case the liquidation of your remaining obligations in connexion with the construction of your plants in Heren and Maare would result in a need of more money please apply to this office for an increase of the Reich loan with an explanation of the particular expenses.

I am prepared to repay you for the period of the shutting down of your plants, every third month subsequently, the costs of maintenance of the shutt down plants including sums written down, insurance, administration costs, taxes and your obligations toward Norsk Hydro to redeem and pay interest for the emergency plant. Please send me a copy of your agreement with Norsk Hydro in which you agreed upon the interest and

- 47 -

- 3 -

the writing down of the emergency plant.

Please notify me about your agreement with the proposed
settlement.

By order:

/s/ Čejka

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Excerpt from "Drammens Tidende, Saturday 25 May 1946

.

The power plant which can not be destroyed by an atom bomb.

The hydration plant near Dale was abandoned by the Germans but it will be finished now. Within 2 1/2 years 100 million kilowatts are to be produced.

It is expected that within 2 1/2 years the giant plant in the Westjord valley will be build and that it will be able to distribute its 1 000 million kilowatts to the industry and homes of the country. Thus the 40 years old plan of the canal director for the development of the Maer area will be realized. The Germans put the development into full swing. They needed colossal amounts of electricity for their giant plant near Heroeya and in spring 1941 the preparatory work was started.

. When the Germans started the construction.

In spring 1941 the preparatory work was started. Considerable equipment of all kinds had to be carried over the mountain, and for this purpose a road was needed. A motor highway was constructed from Kallhovde to Gvapseborg with secondary roads to all working sites-45 km altogether - with necessary power and telephone lines. Barracks were constructed for 1560 men with electric light and heating. It was difficult to procure machines for the tunnel. For this reason strikes were made with hand drills during the first winter. Compressors were installed gradually, and drills and dregging machines started their work through the mountain in the pipe road and at the power plant in Dale.

The plants at Heroeya were bombed in July 1943 and

- 2 -

the conditions enabling the Germans to finish the power plant, vanished.

. Considerable work was performed. At the shutt down of the installations considerable work of lasting value was performed. Beside the aforementioned auxiliary installations like roads, barracks, power lines etc. the dams in Klahovde and Graveide were ready to an extent of 75%. The digging work in Kalhoveffjord and Graveide was started. There is now Ing. F. SELMERS large dregging machine "Justulen", which masters 800 m³ per 24 hours, ready to begin the attack. The construction of the Grottedam was started when scaffolds and auxiliary installations were set up and a part of the rock blasting was executed.

From the main tunnel 2,3 km of the actual tunnel was blasted without the strikes. The pipe road tunnel was started and out of the aforementioned 73 000 m³ of the power plant 25 000 m³ were blasted. The concrete masts for the coupling station were almost finished.

Now it has been decided to resume work. The state took over the German interests and a contract was concluded between the state and "Hydro" concerning the construction of the plant, namely "Hydro" shall make it at the expense of the state and presumably will take later on 1/3 of the production to increase the production of nitrogen.

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Affidavit

I, Dr. Max ILGNER, for the time being in Nuernberg, Prison of the Palace of Justice, have been cautioned at first that I render myself liable to punishment if I make a false affidavit, I declare in lieu of an oath that my statement corresponds with the truth and was made to be submitted as evidence to the Military Tribunal in Nuernberg, Palace of Justice.

Since until the writing of this affidavit my defense in spite of continuous endeavors was unable, unlike the prosecution to go to Norway, and since because of statements made to the prosecution, Norwegian and French authorities refused to give information to my defense, it was not possible to get complete and full documentary evidence. The following statement therefore was made to my best belief and knowledge partly from memory. In about the second half of February 1941 the styre(Board of directors) of the Norsk Hydro Kvaelstof A/S., Oslo, discussed at a meeting in Oslo, which took place under the chairmanship of the president of the Norsk Hydro, the banker Markus Wallenberg sen., Stockholm, the intention to participate with 33 1/3% in the Nordisk Lettmetall A/S Oslo which was to be newly founded. In order to raise the necessary money for Norsk Hydro Mr. Markus Wallenberg suggested to increase the capital stock of Norsk Hydro from NKr 104.300.000.- by NKr. 52.000.000.- to NKr. 156.250.060.-

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In this meeting participated on behalf of the Styre of Norsk Hydro, the president Wallenberg, the Director General of Norsk Hydro. Dr. Axel Aubert and Sir Thomas Fearnley and also Attorney-at-Law Bjorne Eriksen, who shortly afterwards was elected to the styre.

The Legal Department of Norsk Hydro wrote about these discussions and suggestions a memo which was signed jointly by the four aforementioned gentlemen (compare Ilgner document No. 206). This memo was supposed to be read as a proposal of the Styre at the extra ordinary general meeting of Norsk Hydro on 30 June 1941 which was to decide about the increase of capital.

The French and German members of the Styre which did not participate in this meeting, i.e. Messrs. Moreau, Wibratte, Schmitz and Oster, were informed about this proposal in the same manner as it was usually done by Norsk Hydro in peace time; they got from the Norsk Hydro files which contained the necessary documents for the decisions to be made. It was a matter for the administration of Norsk Hydro in Oslo to inform the members of the styre of Norsk Hydro. The help which was given by the I.G. in informing the French members of the styre (see Ilgner documents No. 208, 210, 211, 212, 214, 218 and 219) was a favor, which had been not always without risk and unpleasantness for I.G.

On the occasion of the repeatedly mentioned meeting of the styre in Oslo in February 1941 it was agreed that a special oral information of, or discussion with, the French members of the styre or the representatives of the French and international Stock interests, i.e. of the Banque de Paris et des Pays-Bas,

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Paris, was to be given by Mr. Wallenberg. (compare Pros.Doc. NI -8086, Exhibit 1203). This information or discussion with the Frenchmen took place on the occasion of Mr.Wallenbergs and Erikson's stay in Paris during the period from 12-25 March 1941; it concerned in the first place all problems and questions connected with the planned increase of capital stock, and particularly the fact that this increase of capital stock was to be effected in order to finance the participation of Norsk Hydro in a company which was to be established, the Nordisk Lettmetall A.S., Oslo, i.e. in a company to be established for the production of light metals in Norway.

The Frenchmen could not be informed in writing about the technical contracts, i.e. about the technical and production details, because of the state of war and of the participation of the German Air Ministry in this light metal production in occupied Norway. At the request of Norsk Hydro, I.G. intended to inform the Frenchmen about these technical contracts etc. but was explicitly prohibited by the German Reich government to do so (compare Prosecution Document NI- 13205, Exhibit 2019). Disregard of this prohibition by the I.G. would have meant high treason. In spite of that I.G. and Norsk Hydro agreed to inform the Frenchmen orally in a proper way also about these technical matters (compare Prosecution Doc. NI-13206, Exhibit 2021) which actually was broadly done, namely after Dr. Kersten had been drafted into the army, by myself personally on the occasion of one of my later stays in Paris. The proposals made by the Norwegian and Swedish members of the styre in their memo (Ilgner Document No. 206) were accepted by all members of the styre, also

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by the Frenchmen. This resolution passed unanimously by the board of directors was then put by the administration of the company before an extraordinary meeting in Notodden (Norway) on 30 June 1941 for a formal decision; the general meeting decided in the same way. (compare ILGNER Document No. 207).

The German (I.G.) and Swiss (I.G.Chemie) stockholders represented at the extraordinary general meeting had transferred all their votes to the Director General of Norsk Hydro Dr. Axel AUBERT, Oslo, who thus, like during the past years since 1927, practically joined all the powers of attorney in his hands; at the previous 14 general meetings Dr. AUBERT had always represented the German as well as the Swiss stock with one exception when he represented the Swiss only.

The French and the international stockholders were not represented at his general meeting. The consent of these stockholders was given, on the explicit wish of the Norsk Hydro administration, subsequently in Oslo by the Banque de Paris which represented the interests of the stockholders. (compare ILGNER Documents No. 223 and 224.) The prospectus of Norsk Hydro for the subscription of the new stock was likewise co-signed by the French members of the styre (compare ILGNER Doc. No. 238). I do not know why the French and international stockholders were not represented at the extraordinary general meeting on 30 June 1941 in a similar manner like e.g. at the general meeting in January 1940- at this time with 30,2 % of the whole stock capital of Norsk Hydro- or even after 1941, which also all took place during the war.

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However, the Swiss stockholders (I.G.Chemie) considering war conditions were not represented after 1941 until the end of the war at the general meetings of Norsk Hydro. The following table for the years 1937, 1938, 1940, 1941 and 1942 shows the representation of French and international stockholders interests of Norsk Hydro by the Banque de Paris (In % of Norsk Hydro's capital stock):

Banque de Paris et des Pays -Bas, Paris

	<u>Own property</u>		<u>Clients' deposits</u>		<u>Total</u>	
	<u>stock</u>	<u>%</u>	<u>stock</u>	<u>%</u>	<u>stock</u>	<u>%</u>
26.11.1937	24.568	4,2	121,051	20,5	145,619	24,7
30.11.1938	20.298	3,5	112.533	19,4	132.831	22,9
26.1.1940	21.750	3,7	153.533	26,5	175.303	30,2
29.11.1940	--	--	21.652	2,5	21.652	2,5
30.6.1941	--	--	--	--	--	--
12.12.1941	11.038	1,3	477	--	11.515	1,3
18.12.1942	12.870	1,5	--	--	12.870	1,5

The documents submitted by the prosecution show to a certain extent why the French and international stockholders of Norsk Hydro were hardly or not at all represented at the general meetings during the war. Thus prosecution document 14665, Exhibit 2018, shows that all shares of Norsk Hydro in occupied France were frozen by order of the German occupation authorities as of November 1941 and furthermore, that by request of the Banque de Paris a new deposit agency was established in non-occupied France in Marseilles at the local branch office of the Banque de Paris. This shows the difficulties

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or impossibility resulting in the fact that French and international stockholders were not or could not be represented at the extraordinary general meeting on 30 June 1941. One can see from the ILGNER documents No. 220 and 249, like it was known from the information given by the Banque de Paris, that the French and international stock were partly not in safes of French banks any more, but were brought out of France to a safe place.

The preparation of the extraordinary general meeting on 30 June 1941 as well as the actual carrying out of the capital increase was made by the administration of the company in Oslo; it was its internal business matter. (compare ILGNER documents No. 220, 298). The representing of French and international stockholders' interests at this extraordinary general meeting was also treated as an internal matter of the Norsk Hydro administration, between the latter and the Banque de Paris; compare prosecution document No. NI-12209, Exhibit 2020. The same prosecution document shows that the administration of Norsk Hydro had informed the Banque de Paris by cable that actual registration of stockholders interests represented by the Banque de Paris is not necessary for the protection of the rights of the stockholders at the general meeting. In addition to that the Norsk Hydro administration had expressed their readiness to conform to the wishes of the Frenchmen wherever that was possible. Actually the protection of, and consideration for, the rights of French and international stockholders was taken care of by close collaboration and complete agreement between the Norsk Hydro administration in Oslo and the Banque de Paris in Paris, as it is shown by the whole correspondence in my Norway document book.

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The Banque de Paris acted on its own initiative and responsibility when taking all these measures, in the same manner as banks customarily ^{do} on the occasion of such transactions, also in normal times. Besides this transaction was for the Banque de Paris a banking business out of which the bank made profit as a bank. (Compare Jigher documents No. 242, 243, and 245). The Banque de Paris was also liable according to French law for the correct issue of all stock. The Banque de Paris was fully aware of this double responsibility before French law and to the shareholders represented by the bank. In the performance of its duties it was supported intelligently by the administration of the company in Oslo.

At the Banque de Paris besides both the representatives of the bank in the Styro Messrs. Moreau and Libratte, the president of the Banque de Paris Mr. Athalin as well as the Director General Mr. Jaban, were in full agreement as to measures taken in connection with this transaction. Besides Mr. Libratte who was in charge of the share of the bank, Mr. Couture was very familiar with this business and worked on it. In order to avoid misunderstandings I should like to point out that the Aufsichtsrat of Norsk Hydro had by no means the importance of a German Aufsichtsrat, also, it did not have the importance of the Aufsichtsrat of the Nordisk Løttnetall which had a special position agreed upon in the statutes; it had only the importance as outlined in Norwegian law. According to Norwegian law the Aufsichtsrat (not the Styro) is only some kind of an auditing commission, therefore of decidedly subordinate importance; members of the so-called

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"Aufsichtsrat" are mostly accountants or older employees of the firm.

In the transaction of all these business matters the I.G. -on explicit requests of Norsk Hydro and the Banque de Paris- served as an intermediary within the possible, particularly as regards the forwarding of correspondence.

The French representatives in the Styre of Norsk Hydro -Mrs. Moreau and Libratte- agreed in the same manner with the resolution of the Styre of Norsk Hydro according to which the administration of Norsk Hydro made use of their statutory right and excluded 43,05 % of the new stock from the purchase by the old stockholders (compare Ilgner documents No. 220, 224, and 235). The proposal to make use of this statutory right was also made at the Styre meeting in February 1941 in which participated Mrs. Wallenberg, Aubert, Fearnley and Erikson; it was made by one of the above-mentioned Norwegian or Swedish gentlemen; Dr. Aubert supposed it particularly as regards the consideration of I.G. interests and qualified it as being in the interest of the company. In the same manner the reinforcement of Norwegian interests was considered right and necessary. (Compare Ilgner document No. 206). The request of the Reich government to have a share in Norsk Hydro, which was the primary reason of this entire discussion about the 43,05%, was looked upon as an unfortunate but inevitable fact resulting from war conditions (compare Pres. Dec. III-3088, Exhibit 1204).

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The resolution of the Styre to exclude, up to 43,05 % the right of purchase of the old stockholders meant actually -apart from the share to which I.G. as old stockholder was entitled in any case- much less for the Banque de Paris, or the stockholders represented by it. The actual situation was as follows:

Out of the original or preferred subscription rights of the Horsk
for the total of 44.45% the administration of Horsk/^{Hydro} possessed in
November 1939 already 40.83 %
to which the old stockholders automatically had no
claim (compare Proc. Dec. NI-10162, Exhibit 1202).

Furthermore the statutes provided a right for the
administration -as mentioned before- to dispose of 43.05 %
the stock subscription rights in the interest of
the company by excluding the stock subscription right
of the old stockholders (Proc. dec. NI-10162, Exhibit
1202). To do that it needed only the formal agreement
of the Aufsichtsrat of Horsk Hydro, which -as was
mentioned already- according to Norwegian law was in
a relation of only an auditing commission to the Styre;
this approval was also given. An approval of the general
meeting of Horsk Hydro, however, concerning these 43,05%
was not necessary according to the statutes of Horsk
Hydro (compare Proc. Dec. 10162, Exhibit 1202). Thus the
old stockholders were to be offered by the administration
according to the statutes 12,5 %
and the preferred stockholders 3,52 % 16,12 %

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As it is shown by Pres.Doc. NI-10640, Exhibit 1212 the Banque de Paris sold during the war 209,456 stock subscription rights of the Norsk Hydro to the Bank der Deutschen Luftfahrt, Berlin; this corresponds to the total holdings of the Banque de Paris (own property and international stockholder) of a total of 36% of the old capital stock of Norsk Hydro. These were the possessions after the German government behind the back and without knowledge of the I.G. had bought before at the beginning of 1941/through the Dresdner Bank 75,000 old Norsk Hydro stock (Ilgnor Doc.No.239) about 13% of the old capital stock of Norsk Hydro (Pres.Doc.NI-8089, Exhibit 1201 and Pres.Doc.NI-10640, Exhibit 1212). Later on, joint negotiations were conducted with the Dresdner Bank by orders of the German Air Ministry; also the 75,000 stock, held provisionally in trusteeship by the Dresdner Bank for the I.G. and the Luftfahrtbank, were pooled with the old I.G. property in such a way that I.G.did not possess more Norsk Hydro stock than German Reich agencies. This corresponded with an explicit directive of the German Air Ministry. The distribution of stock as shown for the end of 1941 in the report of the Deutsche Revisions- und Treuhand-Aktiengesellschaft, Berlin, does not give a correct picture since there is shown an intermediary stage in an unclear manner (Pres.Doc. NI-8449, Exhibit 1207).

The following table, which is supplemented partly by estimates and calculations, shows the final distribution of Norsk Hydro:

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As it is shown by Pres.Doc. NI-10640, Exhibit 1212 the Banque de Paris sold during the war 209,456 stock subscription rights of the Norsk Hydro to the Bank der Deutschen Luftfahrt, Berlin; this corresponds to the total holdings of the Banque de Paris (own property and international stockholder) of a total of 36% of the old capital stock of Norsk Hydro. These were the possessions after the German government behind the back and without knowledge of the I.G. had bought before at the beginning of 1941/through the Dresdner Bank 75,000 old Norsk Hydro stock (Ilgnor Doc.No.239) about 13% of the old capital stock of Norsk Hydro (Pres.Doc.NI-8089, Exhibit 1201 and Pres.Doc.NI-10640, Exhibit 1212). Later on, joint negotiations were conducted with the Dresdner Bank by orders of the German Air Ministry; also the 75,000 stock, held provisionally in trusteeship by the Dresdner Bank for the I.G. and the Luftfahrtbank, were pooled with the old I.G. property in such a way that I.G.did not possess more Norsk Hydro stock than German Reich agencies. This corresponded with an explicit directive of the German Air Ministry. The distribution of stock as shown for the end of 1941 in the report of the Deutsche Revisions- und Treuhand-Aktiengesellschaft, Berlin, does not give a correct picture since there is shown an intermediary stage in an unclear manner (Pres.Doc. NI-8449, Exhibit 1207).

The following table, which is supplemented partly by estimates and calculations, shows the final distribution of Norsk Hydro:

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Stockholder	Before the increase of capital			After the increase of capital	Changes in comparison with 1938
	1928	1938	1940/41	1941/45	
I.G. ^K arben	25 %	12,5%	12,5%	ca. 21 % *)) plus ca. 5 %
I.G. Chemie	--	12,5%	12,5%	ca. 9 %	
Property of Banque de Paris and French stockholders	ca. 33 %	ca. 33 %	ca. 36 % **)	ca. 24 % **)) minus * 30,5 %
Banque de Paris - International stockholders	" 32 %	" 32 %			
Diverted to foreign countries ***)	--	--			
Norwegian property	" 3 %	" 3 %	" 3 %	" 9 %	plus * 6 %
Swedish and misc. property	" 7 %	" 7 %	" 7 %	" 5,5 %	minus * 1,5 %
Dresdner Bank, later on Bank d. deutsch. Luftfahrt	--	--	" 13 % ****)	" 21 %	plus * 21 %
	100 %	100 %	100 %	100 %	

- *) The increase from the normal stock subscription right of the I.G. amounted to about 2,2%, from the statutory stock subscription right of the I.G. (43,05%) about 4,8% and from purchases from neutrals (Switzerland) about 0,7%.
- **) According to Pres.Doc.NI-10640, Exh.1212 the Banque de Paris sold altogether 209 456 subscription rights to the Bank der Deutschen Luftfahrt. That corresponds with a total stock property or stock deposit of the Banque de Paris of about 36% of the old and about 24% of the new capital stock of the Norsk Hydro.
- ***) The capital diverted to foreign countries is calculated as follows: Total deposit of the Banque de Paris (Own property Frenchmen and internationals) before the outbreak of the war about 33 plus about 32% = 65%. After subtraction of 19% sold to the Dresdner Bank (Viag) and of the remaining 36% out of which subscription rights were offered, there remain 16%. Since as it was proved the Banque de Paris took much trouble to realize all subscription rights within reach i.e. to offer them (compare Ilgner Doc.No.249 and 250) it has to be assumed that the 16% were clients deposits (international stockholders) who took their stock out of France at the beginning of the war and whose stock was therefore not seizable. In relation to the new capital stock it was about 10,5%.
- ****) According to Pres.Doc.NI 10640, Exh.1212 the Banque de Paris sold 75,000 old Norsk Hydro stock to the Dresdner Bank. This is equivalent to about 13% of the old capital stock of Norsk Hydro. The total holdings of the I.G. and of the official agencies were pooled, as it was mentioned before, since according to a directive of the German Air Ministry, the I.G. was not supposed to hold more than the official German agencies. Actually after the transaction was finished the I.G. and the official agencies held an equal amount.

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The stockholders represented by the Banque de Paris (Property of the bank, Frenchmen and internationals) had therefore a theoretical claim of altogether 36% of 12,5% = about 4,5% plus 3,62% preferential rights = altogether about 8,12% of the new stock; actually they were offered, according to their share the subscription rights from roughly 57% of the new stock.

The inclination of French and particularly of international stockholders to invest during the war money into light metal production in Norway, occupied by German troops, was of course very slight. (Compare Ilgner Document No.220). Besides, according to a resolution of the Norsk Hydro administration the new stock was not supposed to have a right for dividend disbursement, therefore it would remain without interest for the first two or three years. Under these circumstances the Banque de Paris was mostly interested in getting for the stockholders which it represented the opportunity to sell the subscription rights assigned to them. This would not have been possible under existing conditions since because of lacking transfer possibilities a market could not develop in France for these subscription rights (compare Pres.Dec.NI-10540, Exhibit 1212 and Ilgner document No.196). Owing to the attitude of the I.G. or to the cable offer made at the suggestion of the I.G. by the Enskilda Bank, Stockholm, to the Banque de Paris on 15 August 1941 (Ilgner Document No.242) such a possibility to sell the subscription rights was created. Ilgner documents No.249 and 250 show how great an importance attached the French and international stockholders to the possibility of selling their subscription rights.

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The damage suffered jointly by Norsk Hydro and I.G. in the Nordisk Løttnotall was caused primarily by the English air raid on the light metal factory in Hereen (direct war damage) in summer 1943. This primary war damage was followed by a second indirect war damage. This one was caused by an order of the Central Planning, Berlin (Armament Ministry) to stop immediately the entire construction plan Nordisk Løttnotall including the hydraulic power plant.

In order to ease financially Norsk Hydro, I.G. came immediately to the assistance of Hydro which was released from all still outstanding financial liabilities to the debit of the German partners and was given generally a preferential position (Ilgner documents No.198 and 199.) Furthermore, I.G. insisted that Norsk Hydro as a foreign firm was compensated in the same way as the German partners by the German Reich government for war damages suffered (compare Ilgner documents No. 199, 201, 202, and 203). After long and difficult negotiations an assent of official agencies was obtained on 14 February 1945 to the effect that Norsk Hydro should be compensated in the same way as the German partners (compare Ilgner doc. No.204). It was the first time that such an assent could be obtained from the German government to compensate a foreign firm for war damages suffered. Due to the development of the war situation in spring 1945 it was unfortunately impossible to transfer the sum for the damages to Norway (Ilgner Doc.No.194).

But the actual situation today is the following: Norsk Hydro invested altogether into Nordisk Løttnotall including the hydraulic power plant about 66 million Nkr. The value per balance

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of machines imported from Germany which remained in Norway at the factory area of Horsk Hydro in Herøen and Mær and the value of buildings also constructed at the factory area of Horsk Hydro (after the air-raid and other destructions) represented, already on the basis of 1941-45 prices -also considering special war factors- a total sum of 268 million NKr (compare Ilgner document No.194). On the basis of present considerably higher world prices the value is even more favorable for Horsk Hydro. These new installations are being partly finished and operated after the war and partly are now being finished by the Norwegians, namely by a company in which the Norwegian government and Horsk Hydro have a share of 50% each (Ilgner documents No. 194 and 205).

It follows from the above that the transaction Horsk Hydro/Nordisk Løttnestall has increased the capital of Norway, Horsk Hydro and thus also of the French and international stockholders of Horsk Hydro by roughly 180 million NKr.

Munberg, 20 April 1948

signed: Dr. Max Ilgner

The above signature of Dr. Max ILGNER, affixed today before me, Dr. Walter Bachem, is certified and witnessed hereby by me.

Munberg, 20 April 1948

signed: Dr. Walter Bachem.

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Jaques Raindre

14, Rue St. Guillaume
Littre 84-28

I, the undersigned Jaques RAINDRE, residing in Paris,
14, Rue St. Guillaume, know that I am liable to punishment
~~for~~ false testimony, declare that this statement corresponds
with the truth and is supposed to serve to clarify the
conviction of the Military Tribunal of Nuernberg:

In a previous statement made before the defense counsel of
Dr. ILGNER I told what I knew about the character of the latter.

Called by the defense to testify particularly about the
business of the Norwegian Nitrogen Corporation it is difficult
for me to give detailed information, without any documents,
about negotiations in which I did not participate myself,
since I did not keep any minutes concerning this business.
Therefore I have to recall memories which are already old.

When the negotiations were started in March 1941 Mr. Wallenberg,
president of the Norwegian/^{Nitrogen} was in Paris. I remember that
during a private meeting held with him Dr. ILGNER recommended
great moderation in order, as he said, "to keep up a cordial
atmosphere during the conversations and to allow in the
future a resumption of relations the more favorable as the
attitude during the occupation was more friendly."

Immediately after this first contact the Dresdner Bank
intervened. This intervention provoked a lively reaction
of I.G. Farben. Dr. ILGNER was quite frank to me about it.
The intervention of the bank must have resulted in imperative
instructions from the Berlin authorities to the negotiator
but I am convinced knowing his liberal attitude he tried
to attenuate them. And besides

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it is a fact that during our conversations he suggested an indemnity for the stockholders as satisfactory as possible on the occasion of the purchase of their subscription rights. Surely, owing to existing circumstances the position of French and Norwegian groups was weak and the situation of the German group was strong; it is too bad that this factor was important. But I have to say that during the negotiations Dr. ILGNER always tried to keep up a polite atmosphere.

/s/ Jaques RAINDRE

17 April 1948

(Stamp) Commissariat de Police
4, Quartier 8, Thomas d'Aquin
Paris 7e.

The above signature is certified hereby.

Paris, 17 April 1948

Police Commissioner

/s/ Signature

CERTIFICATE OF TRANSLATION

6 May 1948

I, Stanislaw S. Feldman, ETO No. 1043, hereby certify that I am a duly appointed translator for the German, French and English languages and that the above is a true and correct translation of document Book XIIIa ILGNER.

Stanislaw S. FELDMAN
ETO No. 1043

Defense
Case 6

Tribunal VI
Case 6

Supplement

to

Document Book Dr. Max I L G N E R

Nos. XII A

(Insert after Doc. 253)

Engl.

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A f f i d a v i t

I, Jacob Allenberg, bank director, Strandvaegen 27, Stockholm, Swede., born on 27 September 1892 at Stockholm, know that I make myself liable to punishment if I render a false affidavit. I state in lieu of oath that my statements correspond to the truth, and that they were made in order to be presented as evidence to the Military Tribunal VI at the Palace of Justice, Nurnberg, Germany.

I refer to the fact that my statements are mainly concerned with conditions which affected my deceased father, Herr Marcus Allenberg. I am therefore relying mainly on verbal reports which I received from my father at the time. I am aware that my father, on the occasion of his trip to Paris in March 1941, discussed the capital increase in the Morsk Hydro - which had been suggested by the Styre and the general stockholders meeting - with the French members of the Styre of the above mentioned company, and that he expressed himself in favor of a capital increase which corresponded to the capital requirements.

I never heard that in connection with the capital increase any pressure was exerted upon the French stockholders by the I.G. Farbenindustrie. During the discussions pertaining to the capital increase the French stockholders

had expressed certain wishes regarding their own subscription possibilities in Norwegian Kroner. On the part of the I.G. Farbenindustrie no objections were raised against these wishes. However they were later on not granted by the German authorities.

In August 1941, at the request of the I.G. Farbenindustrie, discussions took place between a representative of the I.G. Farbenindustrie and my father regarding the establishment of a suitable price for the subscription rights. I participated in these. At that time my father suggested what he deemed to be a suitable increase of the price mentioned by the I.G. Farbenindustrie. This price was then approved by the I.G. Farbenindustrie. - I am unaware of the fact that my father is supposed to have acted officially as referee for the establishment of the purchase price. It is true that in the summer of 1941, at the request of the I.G. Farbenindustrie, the Stockholms Enskilda Bank tendered to the Banque de Paris et des Pays-Bas a purchase offer for the subscription rights originating from French ownership, and that the same was then accepted in principle by the last named bank.

It is also true that early in 1944 I was requested by Dr. Ilgner to become a member of the Styre of the Norsk Hydro. I informed him that in principle I was prepared to do this - the Norsk Hydro was founded by my father, and our bank maintains active business relations with the company - but that the question of my election would have to ^{be} postponed to a later date

because of the conditions prevailing at the time.
During the imprisonment of Generaldirektor Eriksen,
Dr. Ilgner informed me that he and the I.G. Farbenindustrie
were doing everything in their power to assist Herr Eriksen.
In response to my question whether it would not be possible
to liberate Herr Eriksen from military imprisonment, Dr. Ilg-
ner pointed out that in his opinion, in case of a success-
ful carrying out of such a liberation, there would be the
danger of a renewed imprisonment of Eriksen by the Gestapo,
and in that case there would be less opportunities for
rendering assistance.

Dr. Ilgner always behaved properly towards my father.

He made a good impression on my father.

Stockholm, 27 April 1948

sgd.: Wallenberg
J. WALLENBERG

I, the undersigned, Bengt Steuch, Notarius Publicus in
Stockholm, hereby certify:

that Bank Director JACOB WALLENBERG, residing Strand-
vaegen 27, Stockholm, Sweden, has prepared the above statement
in lieu of oath, and that he has personally subscribed the
same.

Stockholm, 28 April 1948
Ex officio

(Stamp and Seal) sgd: Bengt Steuch

(Stamp)

Fee and Stamp
Kroner 5.--

KINGDOM OF SWEDEN)
CITY OF STOCKHOLM) SS:
EMBASSY OF THE)
UNITED STATES OF AMERICA)

I, Patrick Mallon, Consul of the United States of America at Stockholm, Sweden, duly commissioned and qualified, do hereby certify that ELIOT STUICE whose true signature and official seal are, respectively, subscribed and affixed to the foregoing certificate, was, on the 28th day of April 1948 the day of the date thereof, a

Notary Public at Stockholm.

Sweden, duly commissioned and qualified, to whose official acts faith and credit are due.

In witness whereof, I have hereunto set my hand and official seal of the American Consular Service this 28th day of April 1948.

Sd: Patrick Mallon
PATRICK MALLON

Consul of the United States of America

(Seal)

(Stamp)

Fee No 1456
2.-- Kr. 720

The true and correct copy of the above document is certified by:

Muenberg, 4 May 1948

Dr. HERBERT MATH
Attorney

CERTIFICATE OF TRANSLATION

5 May 1948

I, Hanns Ed. Gleichman, A-443029 hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Illeg Document No. 259

Hanns Ed. Gleichman, A-443029

-4-
" E n d "

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Bj.E./SID/HFL.

As the shareholders may know, the company has been busy for a considerable period with various plans for the erection of new plants for the exploitation of that electrical power which could not be used in our Nitrogen plants - as also with plans for a further development of the water power, which would lead to a continued extension of the company's sphere of activities.

We are now on the point of realizing these plans, partly by extending our own plants and by erecting new plants, partly by way of participating as stockholder in a new company which has been founded for the purpose of developing water power and organizing a new great industry in connection with this.

Under these circumstances the Vorstand has considered it necessary to secure the required capital for these new enterprises, and they have therefore determined to propose to the present Special General Meeting that the stock capital of the company should be increased from Kr. 104,300,100 to Kr. 156,450,060 by means of issuing 269,722 new shares of common stock, each valuing Kr. 160.--.

The Vorstand wishes to ask the General Meeting to pass a resolution approving this plan.

In accordance with Article 16 of the Statutes the stock capital can only be increased on the authority of a resolution passed by the General Meeting at the request of the Vorstand; but the Vorstand has to fix the price of and the subscription conditions for the new stock, as well as the details and the methods of exercising the preferential rights mentioned in article 15 of the Statutes.

- 67 -

- 2 -

The Vorstand, therefore, wishes to ask the General Meeting to authorize the Vorstand to carry out the increase of capital in accordance with article 16 of the statutes.

In accordance with the article 15 of the statutes and in accordance with the resolution passed by the General Meeting a resolution must be passed in the case of every capital increase concerning the exercising of the preferential right to subscribe which is attached to the founders' and subscription certificates acquired by the company, certificates which accord a preferential right in respect of 4.83% of the stock.

The Vorstand asked the General Meeting to pass a resolution that these subscription certificates should be put at the disposal of the Vorstand, who should place them so as to serve the best interests of the company within the framework of article 15, third paragraph from the end of the statutes.

The resolution which the Vorstand asks the General Meeting to pass reads as follows:

"The General Meeting approves the proposition of the Vorstand with regard to an increase of the stock capital from Kr. 104,300,100 to Kr. 156,450,060 by way of issuing 289,722 new shares of common stock, each valuing Kr. 150.

The General Meeting resolves that the preferential^{al} right to subscribe for new stock, which are attached to the founders' certificates and subscription certificates acquired previously (article 15, 2nd paragraph, point 1 and 2 of the statutes) shall be put at the disposal of the Vorstand, who is to place them so as to serve the best interests of the company within the framework of article 15, 3rd paragraph from the end, of the statutes.

The General Meeting authorizes the Vorstand to carry out the increase in accordance with article 16 of the statutes.

- 68 -

-3-

If the General Meeting approves the suggested resolution, the Board, in agreement with the Aufsichtsrat, will decide how the certificates according to a right to subscribe which have been put at the disposal of the Vorstand - amongst them also those mentioned in the third-paragraph from the end of article 15 of the statutes in respect of 43.05 % of the capital increase - should be placed so as to serve the best interests of the company.

But I can tell the General Meeting even now that - in no unforeseen circumstances arise - the Vorstand intends to proceed on the following lines:

About 57 % of the new stock will be reserved for the present shareholders and the owners of the founders' and subscription certificates which are in circulation. Under given circumstances the shareholders will be granted the right to subscribe for 4 new shares in respect of every 15 shares which are now in their possession.

All this on the condition that the remaining 43 % of the capital increase will be taken over by an industrial concern - German group, the Norwegian participants acquiring 1/3 and the German participants 2/3. The purpose of this decision of the Vorstand is on the one hand, to increase the Norwegian capital invested in the company, and, on the other hand, to insure that the new plants should receive the benefit of the technical experience and the commercial connections of large German industrial concerns.

It is intended to issue all new stock at the nominal value. On the other hand, dividends will only be payable on the new stock as from 1st July 1943. Any possible dividend in respect of the new stock will therefore be paid out for the first time in autumn 1944.

Read out during the special General Meeting held at Fettedalen on 30 June 1941.

sign. Theo. FRIIS
sign. Bjørn FRIIS

sign. Axel LUNDT
sign. Hjørn. WESTERGAARD

- 1 -

Copy from file
61 - 42

062 Telegram

German Reich Post

262 notodden 5045 19/16 30/6 14 50 consumed.

Received

30 June 1941

IGesekretariat Berlin.

from Oslo

Today's special General Meeting unanimously approved capital
increase - please inform Mrs. MOREAU and WISLITTE - azote

- 70 -

C O P Y

POVSK HYDRO ELEKTRIK KVAELSTOF/KTIESELSKAB

I.G. Farbenindustrie Aktiengesellschaft

Central Finance - Administration

Attention : Herr Dr. MEYER

Berlin

Unter den Linden 82

Oslo
15.7.1941
Cb/Iha.

We take the liberty of forwarding to you the attached two files,
one for Geheimrat SCHMITZ and one for Dr. OSTEN, which contain
various suggestions to be made at a meeting to be held in Oslo, and
we would ask you to pass these files on to the aforementioned
gentlemen.

At the same time we are sending you the files intended for
Herr MOERKE and Herr HILFELT, as well as a letter with an enclosure
for Herr C. COUTURE, and we would be grateful if you would forward the
said documents on to Paris.

We thank you for your trouble in this connection and remain

yours truly

H. R. POVSK HYDRO ELEKTRIK

KVAELSTOF/KTIESELSKAB
sign. 2 illegible signatures.

Annexes

Copy

I.G. FÖRTRINNTI ANTIKESKISCHIT

Central Finance Administration

Berlin M77

Forsk Hydro-Elektrisk
Kvaestofektiselskab

O s l o

Sollgt. 7

Financial Department / 2342

22 July 1941

B/Br.

Increase of capital

We confirm with thanks receipt of your letter of 15 July 1941
and inform you that we have in the meantime, in accordance with
your request, sent on the attached files to Geheimrat SCHMITZ and
Dr. OSTER, as well as to the Banque de Paris and des Pays-Bas,
Paris.

yours truly

I.G. FÖRTRINNTI ANTIKESKISCHIT

sign. FRANK-PHILIP

sign. [illegible]
Deputy

- 1 -

Copy from file 61 - 43

Letter IG/Mibretto

Paris, 22 July 1941

Financiel Department / 241

B-Br

22 July 1941

Herrn L. WIMMTE

Banque de Paris et des Pays Bas

3, Rue d'Antin

Paris

Norsk Hydro.

Dear Herr WIMMTE,

Enclosed we take the liberty of sending you for your information a letter addressed to you by the Director General of the Norsk Hydro Elektrisk Kvaletofabrik, Oslo, dated 15 July 1941, as well as the attached two files for yourself and Herr HORN, and also the letter for Herr COUPEL.

Yours truly

IG F. INDUSTRIEN / TINGSSLEKT

Innxo

sign. Frank FANIS sign. EIGER
deputy

- 2 -

A f f i d e v i t

I, Peter "SCHMIDT", employee of the IG Control Office at Frankfurt / Main and Chief of the Central Archives at Frankfurt a.M.-Griesheim, residing at Frankfurt/Main, Lersnerstrasse 31, after having been warned in the first instance that I render myself liable to punishment by making a false affidavit, do hereby declare that my affidavit corresponds to the truth and that it is to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuernberg, Germany.

I declare the following under oath:

The copy on the previous page tallies with the record to be found at the Records Building of the IG Control Office, Frankfurt/Main - Griesheim.

Frankfurt/Main-Griesheim, 12 February 1946

sign. P. SCHMIDT

The authenticity of the above signature of Peter "SCHMIDT", residing at Frankfurt/Main, Lersnerstrasse 31, has been identified by me, Dr. Walter FICHTER, is herewith confirmed and certified.

Frankfurt/Main, 12 February 1946 sign. Dr. Walter FICHTER

(Assistant Defense Counsel)

- 3 -

Copy IG FÜRSTENBERG-ENTWICKELUNGSGESELLSCHAFT

Central Finance Administration

Berlin N° 7

To:

Herrn F. WILHELM

Banque de Paris et des Pays - Bas

9 Rue d'Antin

14/21 August 1941

Increase of Capital Norsk Hydro.

We take the liberty of sending you as an enclosure - letter addressed to you by the Norsk Hydro, dated 7 August 1941, as well as documents attached.

We would be very grateful to you if you would see to it that the Norwegian original of the stock prospectus with your signature affixed is returned to us as quickly as possible.

Perhaps it would be possible for you to find a quicker way of dispatch by way of our friends, the Société pour l'Importation de Matières Colorantes et de Produits Chimiques, Paris, 94 bis, Avenue Hoche.

Truly yours

IG FÜRSTENBERG-ENTWICKELUNGSGESELLSCHAFT

sign. WILHELM

sign. RICHTE
deputy

Document Book III: JIGER
JIGER Document No. 211
Exhibit A...

P.S.

Before dispatching the letter we received the news from the
Forsk Hydro that the stock prospectus has been changed once more
in view of the fact that subscriptions can only be made in Oslo.
We also enclose you the new letter from the Norsk Hydro dated
18 August 1941 and would ask you to sign the letter and original
of the prospectus as soon as possible.

The above

Enclosure

Annexes

A f f i d a v i t .

I, Peter KRUMHOLTZ, employee of the IG Control Office at Frankfurt/Main and Chief of the Control Archives at Frankfurt/Main-Griesheim, residing at Frankfurt/Main, Lorenzstrasse 31, after having been warned in the first instance that I render myself liable to punishment by making a false affidavit, do so and declare that my affidavit corresponds to the truth and that it is to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Wiesbaden, Germany.

I declare the following under oath:

The copy on the previous page tallies with the record to be found at the records building of the IG Control Office at Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 16 February 1948

sign. KRUMHOLTZ

The authenticity of the above signature of Herr Peter KRUMHOLTZ, residing at Frankfurt/Main, Lorenzstrasse 31, who has been identified by me, Dr. Walter ECKHART, is confirmed and certified herewith.

Frankfurt/Main, 16 February 1948

sign. Walter ECKHART

Document Book XIIa ILGNER
ILGNER Document No. 212
Exhibit No.

NORSK HYDRO-ELEKTRISK KVÆLSTOF-AKTIESELSKAB

I.G. Farbenindustrie Aktiengesellschaft
Central Finance Administration

attention Dr. KERSTEN

Unter den Linden 82
Berlin NW 7

Oslo, 18 August 1941

M.O/ HML.

Subject: Our increase in capital.

We send you enclosed our letters of to-day to Geheimrat Dr.
SCHMIDT and Director-General Dr. OSTER, with enclosures.

We also transmit to you our letters of to-day to President E. MOREAU
and Administrator L. WERRATTE, Paris, with enclosures, and ask
you to kindly forward these letters as usual to the gentlemen
mentioned above.

We assume that our letters of 7 inst. were already forwarded to
Messrs. MOREAU and WERRATTE, - otherwise these letters would have
to be sent simultaneously.

Very sincerely yours

pr.pr. Norsk Hydro Elektrisk
Kvælstofaktieselskab:
signed: two illegible signatures

4 original letters
with enclosures

P.S. As the only Norwegian member of the Vorstand, Mr. FJERNØY
is absent, the powers of attorney for Mr. MOREAU and M. WERRATTE
can not yet be forwarded.

COPY.

I.G. Farbenindustrie Aktiengesellschaft
Central Finance Administration
Berlin NW 7

Horsk Hydro-Elektrisk
Kraftofaktieselskab

Oslo

Sollogaten 7

M.O/HWL 18.8 Finance Office 21 August 1941
B/ET/2647

Your increase in capital .

- We confirm the receipt of your letter of 18 inst. We have forwarded the letters transmitted to us to Geheimrat Dr. SCHMITZ, Dr. OSTER, MORGAN and VIERATTE, together with your letter of 7 inst. We have asked the gentlemen to affix their signature as soon as possible, so that you may receive the signed papers at the earliest.

Very sincerely yours

I.G. Farbenindustrie Aktiengesellschaft

signed ppa. KRISTEN signed

for BACHEM

Document Book XIIa IIGNER
IIGNER Document No. 214
Exhibit No.

COPY.

Norsk Hydro-Elektrisk
Kvaestofaktieselskab

I.G. Farbenindustrie Aktiengesellschaft
Central Finance Administration
Attention Dr. KERSTEN

Unter den Linden 82
Berlin NW 7

Oslo
Solligst. 7

M-O/HWL. 26 August 1941

Subject Increase in capital.

We transmit to you herewith our letters of to-day to M.E.
KORLUA, Vice-President and to M.L. WILHEATTE, Administrator, with
the powers of attorney mentioned. Please forward these letters to
the addressees.

Very sincerely yours

pr. pr. Norsk-Hydro-Elektrisk
Kvaestofaktieselskab:

signed: 2 signatures

2 original letters
with enclosures.

- 2 -

AFFIDAVIT.

I, Peter KRONMUELLER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main - Griesheim, residing in Frankfurt/Main, Lersnerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 20 February 1948

signed: KRONMUELLER

The above signature of Peter KRONMUELLER, residing in Frankfurt/Main, Lersnerstr. 31, personally known to me, Dr. Walter BACHEM, is herewith certified and witnessed by me.

Frankfurt/Main, 20 February 1948

signed: Dr. Walter BACHEM

COPY.

Norsk Hydro-Elektrisk Kvaelstofaktieselskab

I.G. Farbenindustrie - Aktiengesellschaft
Central Finance Administration

Attention Dr. U. KRÄSTEN,

Unter den Linden 82

Berlin NW 7

Oslo

Solligt. 7

27 August 1941.

Enclosed we transmit to you our letter of to-day to the Banque
de Paris et des Pays-Bas with the Prospectus concerning the
Issue of Stock mentioned in the letter. Please forward the letter
in the usual manner to the Banque de Paris.

Very truly yours

pr. pr. Norsk Hydro-Elektrisk
Kvaelstofaktieselskab

signed 2 signatures.

Original letter with enclosure.

AFFIDAVIT.

I, Peter KROMMUELLER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main - Griesheim, residing in Frankfurt/Main, Lersnerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 20 February 1948.

signed: KROMMUELLER

The above signature of Peter KROMMUELLER, residing in Frankfurt/Main, Lersnerstr. 31, personally known to me, Dr. Walter BACHEM, is herewith certified and witnessed by me.

Frankfurt/Main, 20 February 1948

signed: Dr. Walter BACHEM

Document Book XIIa ILGNER
ILGNER Document No. 216
Exhibit No.

COPY.

To the

Norke Hydro-Elektrisk Kvaelstofaktieselsk b

Oslo

Sølligaten 7

by air mail

Ke/Ksch. 1 September 1941

We received to-day two letters of 26 and 27 August 1941
with the letters addressed to M. MOREAU and WIRATE and to
the Banque de Paris et des Pays-Bas, which we have forwarded
according to your request.

Very truly yours

I.G. Farbenindustrie Aktiengesellschaft

Signed : ppa HELFERT signed: for BACHM

AFFIDAVIT.

I, Peter KROMMUELLER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main - Griesheim, residing in Frankfurt/Main, Lersnerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 20 February 1948

signed: KROMMUELLER

The above signature of Peter KROMMUELLER, residing in Frankfurt/Main, Lersnerstr. 31, personally known to me, Dr. Walter BACHERM, is herewith certified and witnessed by me.

Frankfurt/Main, 20 February 1948

signed: Dr. Walter BACHERM

COPY.

Norsk Hydro - Elektrisk Kvaestofaktieselskab

I.G. Farbenindustrie Aktiengesellschaft
Central Finance Administration,

attention Dr. U. KRESEM,

Unter den Linden 82

Berlin NW 7

Oslo,
Solligt. 7

10 September 1941

FS/HML.

Subject: Increase in capital.

Enclosed we send you our original letter to the Banque de
Paris et des Pays-Bas, Paris, of 9 inst. Please forward it in
the usual manner.

Very truly yours

pr. pr. Norsk Hydro - Elektrisk
Kvaestofaktieselskab

signed: 2 signatures.

original letter

to the Banque de Paris, Paris.

AFFIDAVIT.

I, Peter KROMMULLER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main Griesheim, residing in Frankfurt/Main, Lersnerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 18 February 1948.

signed: KR. KROMMULLER

The above signature of Peter KROMMULLER, residing in Frankfurt/Main, Lersnerstr. 31, personally known to me, Dr. Walter BACHEM, is herewith certified and witnessed by me.

Frankfurt/Main, 18 February 1948

signed: Dr. Walter BACHEM

COPY.

COPY.

NORSK HYDRO - ELEKTRISK KVÆLSTOFKEMISKESELSKAB

Air mail Express !

I.G. Farbenindustrie Aktiengesellschaft
Central Finance Administration

attention Dr. U. KRSTEN,

Unter den Linden 82

Berlin NW 7

Oslo, 17 September 1941

FS/AML

Subject: Increase in capital.

We herewith confirm receipt of your telegram with following contents:

"Receive the following telegram Paris 11 September colon
Your letter first September Norsk Hydro received on sixth
enclosed three letters immediately forwarded to Banque de
Paris et des Pays-Bas stop According to information these
letters were not received by addressee We request copy
Parisopi as copies of your letters of 26 27 August with
powers of attorney Moreau Wilbratte final French text
Prospectus not available here Please forward now documents.
Igesekretariat."

Enclosed we send you two new letters of the same contents as
our letters of 26 inst. to

- 2 -

M. MOHLAU and WIEHARTS, with powers of attorney, for the two gentlemen mentioned above.

We enclose furthermore another letter to the Banque de Paris et des Pays-Bas, Paris, with the same contents as our letter of 27 inst. - As you may see from the post-script mentioned in this letter, we send you instead of the original enclosure one copy of the newly printed subscription list in French which contains the entire prospectus of stock.

Very truly yours

pr. pr. NORSK HYDRO-ELEKTRISK
KVAELSTOFAKTIESELSKAB

signed: 2 signatures.

3 letters with enclosures.

AFFIDAVIT .

I, Peter KROEMUELLER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main-Griesheim, residing in Frankfurt/Main, Lersnerstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuromberg, Germany.

Document Book XIIa ILGNER
ILGNER Document No. 218
Exhibit No.

- 3 -

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 18 February 1948.

signed: KROMMUELLER

The above signature of Peter KROMMUELLER, residing in Frankfurt/Main, Lersnerstr. 31, personally known to me, Dr. Walter BACHM, is herewith certified and witnessed by me.

Frankfurt/Main, 18 February 1948

signed: Dr. Walter BACHM

- 90 -

CERTIFICATE OF TRANSLATION

6 May 1948

I, Helene LALLEMAND, Civ.No. AGO B 398, 038, hereby
certify that I am a duly appointed translator for the
German and English languages and that the above is a
true and correct translation of original document.

Helene LALLEMAND
Civ.No. AGO B 398 038

- 1 -

Copy IG Farbenindustrie Aktiengesellschaft
Central Finance Administration
Berlin NW 7

Bureau de Paris des Pays-Bas

3 Rue D'Antin

Paris

D. 14

21 February 1944

Financial Department / 211

B/Br.

Norsk Hydro

As an enclosure we send you one file of the Norsk Hydro cash for Mrs. MOU, TRITTE and COUTURE, as well as records of the Styre-Meeting held on 20 January 1944, and ask you to pass on these records to the gentlemen in question.

We would be very grateful if Herr MOU and Herr TRITTE would soon give us their comments on the various suggestions with regard to Norsk Hydro. That we are only sending you these records now is due to the fact that by mistake they have only just arrived here from Oslo.

Furthermore, we send you enclosed a letter from the Norsk Hydro addressed to Herr MOU and TRITTE, dated 11 February 1944, together with enclosures, and also ask you to give us your comments with regard to Norsk Hydro.

Yours truly

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT
sign. K. I. E. deputy, sign. PAUL CHEN

Innexes

- 2 -

A f f i d a v i t

I, Peter KROMMUELLER, employee of the IG Control Office at Frankfurt/
Main and Chief of the Control Archives Frankfurt-Main - Griesheim
residing at Frankfurt/Main, Lersnerstrasse 31, after having been
warned in the first instance that I render myself liable to punishment
by making a false affidavit, depose and declare that my affidavit
corresponds to the truth and that it is to be submitted as evidence to
the Military Tribunal VI, Palace of Justice, Nuernberg, Germany;

I declare the following under oath:

The copy on the previous page tallies with the
record to be found at the Records Building of the IG Control Office,
Frankfurt/Main-Griesheim.

Frankfurt/Main, Griesheim, 16 February 1948

sign. KROMMUELLER.

The authenticity of the above signature of Peter KROMMUELLER
residing at Frankfurt/Main, Lersnerstrasse 31, who was identified
by me, Dr. Walter BUCHER, is herewith confirmed and certified.

Frankfurt/Main, 16 February 1948

Sign. Dr. Walter BUCHER.

(Assistant Defense Counsel)

- 92 -

- 1 -

(handwritten)
IG Farbenindustrie Aktiengesellschaft file 81 - 42
Central Finance Administration
Berlin N° 7 3 July 1941
Financiel Secretary 2066
We/Kech

by airmail 6

To the
Norsk Hydro Elektrisk Kvelestofabrik ~~Oslo~~

C s l o

Sollisten 7

Subject: Negotiations with the Banque de Paris et des Pays-Bas.

We refer to the recent tele-phon conversation between the undersigned and Director General WIKSTEN, and we take the liberty of giving you the following information about the negotiations conducted with the Banque de Paris et des Pays - Bas by Dr. IIGMA and Dr. KETCH of our company, and Dr. PIIPER of the Dresdner Bank in Paris:

The German group has achieved an agreement in principle with the Banque de Paris to the effect that the German group declares itself ready to acquire from the French shareholders the subscription rights resulting from the capital increase of your company, as in view of the lack of transfer possibilities from France to Norway the French shareholders would not be in a position to make the required payments in respect of any shares for which they might subscribe. We have meanwhile asked President WJENBERG of the Stockholm Enskilda Bank to make a suitable suggestion for the fixation of the price to be paid for the subscription rights.

- 2 -

The acquisition of the subscription rights is to be carried out by the Enskilde Bank on behalf of the German group.

In this connection the representatives of the Banque de Paris have informed us that 65 % of the capital of your company is in the possession of Frenchmen, a fact which is of importance in connection with the distribution of the subscription rights, as far as these might possibly not be exercised or sold to the German group.

With regard to the comments which the Banque de Paris submitted to the administration in connection with the propositions, and on which you have given us your detailed opinion in your memorandum, an agreement has been reached on all points.

The Banque de Paris attaches special importance to the plan that even before the holding of the General Meeting the shareholders should be given some information concerning the intended increase of capital by way of a suitable publication in France. An agreement was reached concerning the text of this publication. We have already given you the text of this publication in our telegram of 25 June 1941, but for the sake of order we once more enclose the wording. The Banque de Paris agreed with your suggestions concerning the issue price and the date as from which dividends will be payable. (Page 2 of your memorandum lit.l.).

The Banque de Paris has convinced itself of the necessity that the payments on the new shares should be at your free disposal at Oslo, and in view of the impossibility of transferring such payments at present from France to Norway, they approved the sale of the entire French subscription rights to the German group. We would like to mention in this connection that the German group has declared itself ready against a transfer of the corresponding accounts in Kronen, to take over your obligations for payments to be made in France in respect of dividends due, taxes, compensations payable to members of the Vorstand as well as to the Banque de Paris, and to pay out the corresponding amounts in French francs.

- 3 -

The approval of the Foreign Exchange Authorities of the countries concerned will be necessary in each case and we are at present taking steps to obtain this. According to the statements of the Banque de Paris the amounts in question are as follows:

Dividends due	nkr. 3,501,000.--
taxes up to 1st April 1941	" 1,600,754.20
Compensation payable to the Banque de Paris in respect of 1940	" 27,600.--
Compensation payable to the Vorstand members.	" 23,919.25
	<hr/>
	nkr. 5,353,273.45

In order to comply with the request of the Banque de Paris that the rights of the prisoners of war should be safeguarded, the German group declares itself ready to pay a future compensation in accordance with the value of the subscription right to those prisoners of war who can prove that by reason of their imprisonment they were not able to exercise their subscription rights in time.

With regard to the time limits for the exercising of the subscription right and for the making of payments in respect of the new shares, you have already said in your memorandum that you would comply with the requests of the Banque de Paris. But as you will have gathered from the afore said, this question has lost its importance as far as the French shareholders themselves are concerned.

With regard to the question of allocating the new shares to the old shareholders, the Banque de Paris attaches importance to the carrying-out of their suggestion, according to which 15 old shares will entitle the holder to four new shares. As you have explicitly stated in your memorandum that you would approve this regulation in case the Banque de Paris adhered to its request in this connection, we have agreed that this matter should be settled in the sense desired by the Banque de Paris. This has already been made clear in the communication published in Paris.

- 4 -

Finally the question of a new wording of your shares has been discussed with the representatives of the Banque de Paris.

The representatives took the point of view that article 5 of your statutes provides that the nominal value of the shares is fixed in Goldkronen, and nextly in French francs, and that it is therefore not possible, on the authority of a resolution of the Vorstand, to amend the wording of the shares, so that in future their nominal value will only be fixed in Norwegian Kronen. The question has a practical importance, for the owners of preference shares ⁱⁿ particular, whose dividend claims and claims on a share of the company capital in the case of liquidation were based at the time on Goldkronen in accordance with article 48, 54 of your statutes and could therefore not be amended, so as to be based on the Kronen of the Norwegian currency valid at the time, without the approval of the General Meeting.

Furthermore the representatives of the Banque de Paris did not consider it expedient from a psychological point of view that the wording of the shares of the Company, which hitherto has been printed in Norwegian and French, should in future only be Norwegian. They suggested, in their turn, ^{that} tri-lingual shares should be issued and that the wording should be printed in Norwegian, German, and French.

We ourselves are of the opinion that the misgivings of the Banque de Paris which are based on articles 5, 48, 54 of your statutes cannot be disregarded without further ado. As regards the wording of the shares, we are, however, of the opinion, and we have expressed this opinion to the Banque de Paris, that a Norwegian text is sufficient. Neither the fact that the French text on the shares is left out would result in any difficulties for the stock exchange trade in France we are not in a position to judge.

- 5 -

The Banque de Paris has summed up their comments on this point in a short memorandum to the files, a copy of which we attach. To assure that now, that the General Meeting has unanimously approved the capital increase, you will inform us as soon as possible about the final conditions in connection with subscription, and in particular about the time limits for subscription and payment, so that we can take action accordingly and obtain the necessary results.

Yours truly

IC BANCHE JUSTE ET ANTIQUE S. M. S. M. S.

sign. C. B. M. S., sign. M. S. M. S.

Document Book XIIIa IIGNER
IIGNER Document No...
Exhibit No....

CERTIFICATE OF TRANSLATION

6 May 1948

I, Julia Kerr ETO 20185, hereby certify that
I am a duly appointed translator for the
German and English languages and that the
above is a true and correct translation of
Document Book XIIIa IIGNER.

Julia Kerr

ETO 20185.

COPY.

NORWEGIAN AZETOTE (NITROGEN) COMPANY
(Norsk Hydro)

As announced by us in our bulletin dated 14 June, the Norwegian Nitrogen Association has convened a general meeting for the 30 June in order to decide on an increase of capital from nkr. 104,300,100 to nkr. 156,450,060.

According to our information, the corporation plans to extend its installations, on the one hand, and to participate in the construction of new plants, on the other hand.

To the amount of 57%, the right to subscribe for new stock will be reserved for the existing stockholders and for the holders of certificates of subscription privileges still in circulation. Thus, the stockholders will be entitled to subscribe to 4 new shares for 16 old shares held by them. It will not be permitted to reduce a subscription once made to a smaller amount. Measures have been taken by which those stockholders who do not want to subscribe for any reason whatsoever, will have the facility to realize the value of their subscription privileges.

The remainder of the increase of capital, i.e. 43% will be taken over on bloc by a German - Norwegian industrial group, including, among others, the I.G. Farbenindustrie and the Nordag-Oslo. These firms will grant the new plants the benefit of their technical experience and their commercial relations.

The new stock will be issued at par, i.e. at nkr. 180, but they will not be entitled to a dividend before the 1 July 1943.

COPY.

NORWEGIAN AZETOTE (NITROGEN) COMPANY.

- 1) By article 5 of the statute, it has been established that the stock capital amounts to nkr. 104,300,100 in gold, divided into preferred stock and common stock at the nominal value of nkr 180 in gold each.

The prospectus dealing with the increase of capital effected in 1930 and the announcements concerning the subscription contain the same qualification.

The shares belonging to that issue and the shares issued previously also show the qualification nkr. in gold.

It would, therefore, be inconsistent with the statute to omit this qualification "in gold" which seems to be essential.

In any case, the Aufsichtsrat does not seem to be authorized to make a decision of this nature. Only the general meeting would be authorized to make such a decision.

- 2) It would be more suitable to have the new stock printed in the Norwegian, German and French languages, instead of having them printed in Norwegian only.

Companies the stock of which is likely to play an important part on various markets, very often follow this procedure. As a matter of fact, circulation of the stock of the Norwegian Nitrogen Corporation has been particularly brisk in French and Germany and this position will probably remain the same in the future.

21 June 1941

Document Book XIIa ILGNER
ILGNER Document No. 221
Exhibit No.

(in handwriting:) file 81 - 42

Stamp:
21 July 1941 1093

NORSK HYDRO-ELEKTRISK KVÆLSTOFANRIKINGSKAB. (A.S.)

Plants:
Notodden saltpetre plant
Rjukan saltpetre plant
Eidanger saltpetre plant

Trade
Mark
...

Cable address:
"AZOTE"
A.B.C. Code 6th edition
Tel. 41860

To

I.G. Farbenindustrie Aktiengesellschaft
Central Finance Department

attention of Dr. Max ILGNER

Unter den Linden 78
Berlin NW 7

Fin.Sokr. 2086
Ko/Ksch

3 July 1941 M-O/HWL Oslo, 15 July 1941

Subject: Negotiations with the Banque de Paris et des Pays Bas.

We beg to confirm receipt of your letter dated 3 inst with enclosures, and we attach a memo of our legal department concerning the prospective increase of capital, with enclosures. The propositions submitted to the Vorstand concerning the details of the increase of capital will be mailed today.

You will take it from the memo that we have maintained the time limit of 2 $\frac{1}{2}$ months for the subscriptions, as we imagine that a time limit of this length might be indicated in order to take the necessary measures concerning transfer of the subscription privileges etc. Furthermore, we have maintained in the prospectus the original provision

- 2 -

according to which four old shares entitle the holder to subscribe for 1 new share - in addition to the provision that the holder of 15 old shares may subscribe for 4 new shares. This has been done in order not to make it difficult for the small stockholder to subscribe.

The amounts mentioned in your letter with regard to the credit balances, dividends, French taxes etc. of the French stockholders are conform with our own records. However, the following items are to be added: fees of the Banque de Paris for the first half year 1941: nkr. 13,800, and accrued dividends: nkr. 18,953.05.

In conclusion, we would like to ask you whether the necessary steps have been taken in order to obtain the license for the prospective stock issue from the German Foreign Exchange Control Enforcement Officers and the French authorities. In this respect, we refer to the memo of the Banque de Paris concerning the increase of capital, dated May 1941, and to the memo of our legal department concerning the same subject, dated 10 June inst.

We shall deal in a separate letter with the question of the new wording of our shares.

Yours truly

pr.pr. Norsk Hydro-Elektrisk
Kvaestofaktioselskab

sgd. Bjarno ERIKSEN sgd. signature

Enclosures.

- 101 -

- 3 -

M.O/ILJ/HML

Stamp: 21 July 1941

Memorandum

- concerning the increase of capital (resolution of the special general stockholders' meeting held on 30 June 1941).

- - - - -

In accordance with the attached report of the Vorstand to the special general meeting dated 30 June 1941, the general meeting has passed the following resolution:

"The general meeting approves the motion of the Vorstand to the effect that the stock capital be increased from nkr. 104,300,100 to nkr. 156,450,060 by way of the issue of 289,722 new common shares of a nominal value of nkr. 180 each.

The general meeting resolves that those preferential rights entitling to the subscription for new stock, which pertain to the founders' certificates and subscription privileges certificates redeemed in the past (art. 15, paragraph 2, sections 1 and 2 of the statute), will be put at the disposal of the Vorstand, in order to dispose of them - within the limits provided in art. 15, third paragraph from the end, of the statutes - as favorably as possible in the interest of the company.

The general meeting authorizes the Vorstand to carry out the increase of capital in accordance with art. 16 of the statute."

Pursuant to the negotiations which have been conducted since, it is planned to carry out the increase of capital in the following way:

- 1.) 43.05% of the new stock will be taken over by a Norwegian-German industrial group.
- 2.) The rest of the new stock- appr. 57% - will be reserved for the existing stockholders and the holders of founders' certificates and subscription privilege certificates still

- 4 -

in circulation, so that 4 old shares will entitle the holder to subscribe for 1 new share, whereas 15 old shares will entitle the holder to subscribe for 4 new shares. The holder of a founder's certificate will be entitled to subscribe for 29 shares, the holder of a subscription privilege certificate will be entitled to subscribe for 2 shares. It was at suggestion of the Banque de Paris et des Pays-Bas, that the subscription privilege granted to the existing stockholders has been extended to the effect that 4 new shares will be allocated to the holder of 15 old shares. We understand that this has been proposed in order to privilege the existing stockholders as much as possible. In order not to make it too difficult even to the small stockholders to subscribe for new shares, we have at the same time maintained the original proposition: the holder of 4 old shares may subscribe for 1 new share.

- 3.) These shares which are not being subscribed for according to the above section 1. and 2., will be subscribed for - according to an agreement already concluded - by the Norwegian - German group, and distributed within that group.
- 4.) The new stock will be issued at par; the holders will be entitled to a dividend for the first time in the fiscal year 1943/1944.
- 5.) As suggested by the Banque de Paris et des Pays-Bas on behalf of the French stockholders, a time limit of 1½ months is proposed for the subscription; it is understood that the actual allocation of the shares to the subscribers will be completed within another month.
- 6.) According to Norwegian law, 10% of the nominal value of the shares must be paid in free Norwegian kroner upon subscription. Of the balance, 40% will be paid upon the actual allocation of the shares, and the remaining 50% will be paid on call but not later than 30 June 1943; these instalments will also be paid in free nkr. The abnormal conditions at present applying to foreign currency transactions make it necessary that the subscribers themselves provide the necessary amounts in free nkr.
- 7.) Subscriptions can be effected at the office of the company in Oslo, 7 Solligaten, and at the following banks abroad: In Stockholm at the Enskilda Bank;

- 5 -

in Paris, Marseille, Geneva and Brussels at the Banque de Paris et des Pays-Bas, either at its main office or at its branches at the places mentioned/above;

in Berlin at the Deutsche Laenderbank AG Unter den Linden 78.

We attach draft of the prospectus for the issue, drawn up on the lines explained above.

We would like to add a remark concerning the resolution of the General Meeting, paragraph 2, which contains the authorization of the Vorstand to dispose of those subscription privileges which pertain to the founder's certificates and subscription privilege certificates redeemed in the past:

In article 15 of the statute, it has been laid down that the subscription privilege certificates entitle the holder to a subscription in proportion to the number of these certificates which he holds. On the other hand, this provision has not been laid down expressly with regard to the founder's certificates. In consequence, it seems possible at least in theory that the holder of a non-redeemed founder's certificate could claim the right to subscribe for up to 19.45% of the new stock on the basis of his certificate. In order to eliminate this possibility, the General Meeting has put the subscription privileges pertaining to the redeemed founder's certificates and subscription privilege certificates at the disposal of the Vorstand, so that the Vorstand may dispose of them - within the limits provided in article 15 of the statute - in the most favorable way and in the interest of the company.

The Vorstand proposes to put these subscription privileges at the disposal of the Norwegian - German group, in order to use them within the limit of those 43.05% of the new stock which this group will take over according to the agreement already concluded. It is understood that the issue of the stock will be effected, as soon as the Vorstand and the Aufsichtsrat have fixed all details.

Oslo, 12 July 1941

Department J: /s/ K. Meinich OLSEN

COPY.

NORSK HYDRO-ELEKTRISK KVÆLSTOFAKTIESELSKAB

I.G. Farbenindustrie Aktiengesellschaft
Central Finance-Department

Attention of Dr. KERSTEN

Unter den Linden 78

Berlin NW 7

Oslo

Ffn. Sokr. 2088

3.7.41

FS/HWL

28 July 1941

Subject: Negotiations with the Banque de Paris et des Pays-Bas

We beg to refer to your letter dated the 3rd inst. and to submit the following remarks concerning the new wording of our shares:

As far as the language is concerned, we feel that - all circumstances considered - it is indicated to comply with the suggestion of the Banque de Paris et des Pays-Bas, and to have the text printed in Norwegian, French and German.

We consider it advisable to adhere to the opinion of the Banque de Paris, according to which the value in the new text should be fixed in nkr. in gold, as far as the reprinting of the existing shares is concerned. In consequence, the following shares will be printed: 554,443 ordinary shares (common stock), showing the numbers 1 to 554,443, at a nominal value of nkr. 180 in gold each. As far as the new stock - No. 554,443 (sic) - 844,165 - is concerned, we feel that it would be difficult in the present conditions to solicit the subscription of shares the nominal value of which is based on gold. In our opinion, it is sufficient to stipulate that the new shares entitle the holders to the same rights as the old shares. For this reason, we shall have the shares belonging to the new series printed without the mention of gold.

For technical reasons, we have omitted the additional mention - contained in the present version of the first series of the ordinary shares (1 - 295,218) - = frs. 250.--. This addition does not correspo

- 2 -

any longer to the actual conditions; at the same time, omitting it will simplify the printing.

The series of shares . . . issued in 1927 - 106,740 shares No. 295,219 - 401,598 - are registered stock. For this series, only 2 registered shares have been issued up till now. We shall have now share certificates printed for these shares, too, crossing out the words "Ikondchaver", "au porteur", "Inhaber" (bearer).

This time, we have restricted ourselves to the wording which Norwegian Company Law requires for the issue of share certificates. For the new dividend coupons, we are using on the front page a text corresponding to the wording used for the preferred stock which was recently printed. For the back page which up till now was showing a French text only, we intend to use both the French and German languages.

We beg to enclose a draft in duplicate of the new share certificates drawn up along the lines explained above. We should be grateful to you if you passed one copy on to the Banque de Paris, at the same time adding the attached French translation of this letter.

For your information, we also attach French and German translations of article 2 of our statute; it is intended to have it printed in the Norwegian, French and German languages on the back page of the shares.

As far as the signatures are concerned, strict application of the Norwegian Company Law would require that each share certificate is signed by hand by 2 members of the Vorstand. As this procedure would involve considerable technical difficulties, the following procedure

- 3 -

had, after consultation with the Department of Justice, been followed for the increase of capital effected in 1930: the signatures of 2 members of the Vorstand were reproduced mechanically, and 2 executives not belonging to the Vorstand were authorized by the Vorstand to affix their signatures in handwriting. It is understood that the same procedure will apply to the text which we are now proposing. Even so, however, the signing of about 845,000 shares would be a tremendous job. We have therefore approached the Department of Justice in order to be allowed to simplify the procedure, if possible.

If we succeed in obtaining this permission, the text which concerns the signatures on the shares will be amended accordingly. In view of the fact that the printing of the shares will take a very long time, and that it is, therefore, indicated to start as soon as possible with the printing job, we should be grateful if the Banque de Paris could reply by telegram. Please let us also know whether you agree with the drafts yourselves.

Yours truly

pr. pr. NORSK HYDRO ELEKTRISK
KVÆLSTOFKEMISKESELSKAB

/s/ 2 signatures

French translation of the above letter

2 drafts of share certificates

Article 2 of statute (German and French)

CERTIFICATE OF TRANSLATION

6 May 1948

I, Ernst SCHAEFER, Civ.No. ETO 20 165, hereby certify that I am a duly appointed translator for the German, French and English languages and that the above is a true and correct translation of original document.

Ernst SCHAEFER

Civ.No. ETO 20 165.

Copy from nap 81 - 43

Telegram IIGSEKRETARIAT
Berlin/Paris.

29 July 1941

D Paris

Paris.

for WIERATTE

We refer to our letter of 22 July regarding consent increase of capital Norsk Hydro stop Director-General ERIKSEN has urgently requested telegraphic consent M. WIERATTE MOREAU and COUTURE stop Please procure therefore as soon as possible also the confirmation by telegram of the other gentlemen stop in case that telegram connection Paris Oslo difficult please wire us we shall forward the wires telegraphically.

Igosekretariat.

AFFIDAVIT.

I, Peter KAONMUSILHA, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main-Griesheim, residing in Frankfurt/Main, Lorenstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to ^{be} submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Document Book XIIa IIGNER
IIGNER Document No. 223
Exhibit No.

- 2 -

Frankfurt/Main - Grieshelm, 12 February 1948

signed: Peter KRONMUELLER

The above signature of Peter KRONMUELLER, residing in Frankfurt/Main,
Lorsnerstr. 31, personally known to me, Dr. Walter BACHEM, is
herewith certified and witnessed by me.

Frankfurt/Main, 12 February 1948

signed : Dr. Walter BACHEM

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Copy. Duplicate FS/B/Ksch. 1 August 1941
Azoto Oslo

we received by our friends in Paris the following telegrams for
ERIKSEN which are to be forwarded to you:

For Azoto Oslo French administration agree to the proposal submitted
by the Director-General at the conference of 14 July stop referring
to the telegram of that day of Paris as they insist, on one hand,
on the necessity to wait with the beginning of the subscription
until its conditions had been approved by the Ministry for Finances
to which it was submitted by Paribas and, on the other hand, on the
fact that prior agreement be reached regarding the obligation undertaken
by the IG to purchase the rights from the French stock-
holders.

Second telegram

To Azoto Oslo In reference to your letter to Monsieur COUTURE we
confirm to you our agreement to conditions of capital increase as
stated by Director-General at conference of 14 July stop In any case
we inform you that, as the subscription in France, must be theoretically
open, the date of the issuing can only be fixed after the Ministry
of Finances had granted the authorization regarding the conditions
proposed which we have requested stop The Ministry of Finances had
informed us that this authorization will depend firstly on the
conclusion of the agreement with the IG concerning the re-purchase
of right from the French stock holders, secondly on the regulations in
France regarding the coupons and taxes due stop Please examine, in
agreement with IG, the possibilities

- 2 -

for a speedy solution of these two problems stop We prepare, on our side, all documents and notes, without waiting for the out-come and shall submit to you the text for your approval as soon as possible stop In order to permit us when the time comes to proceed, with all formalities and publications, it is necessary that you send powers of attorney to Messieurs MORBAU and WIRLATTE, in terms analogous to those of the deliberation of your management on 17 January 1930 Article concerning authorizations second stop delay for publications about 20 days after receipt of your approval of documents we shall submit you and of authorization to French administrators stop Kindly send us 10 copies of present statutes stop cost of printing and publication estimated at 50.000 francs stop you can establish our remuneration stop concerning Geneva and Brussels kindly contact directly our branch offices which are authorized to negotiate directly with you stop kindly cable answer.

End of the Paris telegrams. We inform you furthermore that Korsten is flying to Stockholm on 4 August in order to fix in agreement with President Wallenberg the price of subscription privileges bought by Frenchmen stop After Korsten's return the price agreed upon will be announced to Paribas by telegram, so that it may define its position.

Igosekretariat

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- 3 -

AFFIDAVIT

I, Peter KROMMUELLER, employee of the I.G. Control Office in Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main-Griesheim, residing in Frankfurt/Main, Lorenstr. 31, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare that my affidavit is true and that it has been made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 20 February 1948

signed Peter KROMMUELLER

The above signature of Peter KROMMUELLER, residing in Frankfurt/Main, Lorenstr. 31, personally known to me, Dr. Walter BACHEM, is herewith certified and witnessed by me.

Frankfurt/Main, 20 February 1948

signed: Dr. Walter BACHEM

COPY.

Copy !

Berlin W 8, 4 August 1941
Behronstr. 35 - 39

Dr. PILDNER

I.G. Farbenindustrie A.G.

Gentlemen: -

I just returned from Paris.

On Sunday afternoon the French colleagues gave me the note which I enclose in the original and asked me to act as a courier in this matter, I gladly complied with their request.

M. COUTURE told me, in this regard, that the reason for the request to carry out the subscription based on subscription rights only in Oslo, is, that our colleagues in Paris predict quite extraordinary difficulties in case that the subscription rights were issued also in other cities like Amsterdam, Brussels, Berlin and Zurich. M. COUTURE pointed in particular to the difficulties in Zurich where, according to his knowledge, a complicated and difficult contract with the Swiss government would have to be concluded. I did not inquire any further, what the last sentence "decision will be wired within 2 days" was referring to ; I am, however, convinced that you will know what it concerns.

With best regards I remain

very truly yours

signed PILDNER

Document Book XIIa ILGNER
ILGNER Document No. 226
Exhibit No.

COPY

by Igosekretariat, Berlin

9 August 1941

B/Br. 2529

Parisopi

Paris

for Paribas

Norsk Hydro informs us that it agrees to Oslo as the only place
of subscription for capital increase.

Igosekretariat

COPY

charged to F.S. Dr. Bachom.No 13 August 1941

Azoto Oslo Tel gram

We just received for ERIKSEN the following teletogram of to-day's date from our friends in Paris:

With reference to your letter of 2 August concerning the printing of the shares of the Norwegienne de l'Azote, we ask to transmit to the company the following communication from the part of Messieurs MCELIAU and WIERATTE, quote:

Reference: your letter of 28 July to IG stop In general we should prefer if you would not have the old share certificates of Norwegienne de l'Azote reprinted; instead, it would be sufficient to provide the shares only with new coupons, as it is usual to do, in other words it would only be necessary to print new sheets of coupons stop if this suggestion is not acceptable, we make the following comment to your letter of 28 July stop We have no objections to the use of three languages in the text nor do we object to the omission of the word "bearer" on the shares belonging to the series issued 1927 stop with regard to the omission of "Norwegian Kr. in gold" on the new shares we call your attention to the difficulties which might result from Article 5 of the statute, in as much as this article would then apply to a stock capital which partly consists of Norwegian Kroners in gold and partly of Norwegian Kroners as such; this difficulty would occur if the old wording is not amended, and this would be inconsistent with the assimilation of the rights of the holders of new stock to the rights of the holders of old stock stop For all these reasons and in view of the responsibility of the Directors and the Board, we consider it necessary to consult a lawyer who is not in the service of the company; this consultation should confirm that the transaction is correct in accordance with Norwegian law, and it should indicate these technicalities which ought to be observed, for example prior approval by a special stock holders meeting stop unquote

paribas - Igosekretariat
Distribution Dr. KERSTEN F.S.

Copy from file 81 - 43 Igesekretariat/Parisopi - Paris.

PARISAPI

14 August 1941

Paris.

Ba/Frd.

For Paris. Your telegrams of 31 July concerning increase of capital. After discussion with KERSTEN of the IG we firstly refer to the proposition made by the Banskilda Bank concerning the repurchase of the rights of the French stock holders and we ask you to let us know whether this transaction will be effected stop Secondly: with regard to taxes in arrear, we ask you to obtain the agreement of the French authorities to the effect that previous subscriptions (original: ancien abonnement) are considered retro-active, in which case we shall pay the taxes in arrear through IG and Dresdner Bank who have already obtained approval in principle from the part of the German authorities stop This renewal and this payment will be made without prejudice, in order to enable our company either to request the French stock holders to refund the income tax and transfer tax, or to compensate the other stock holders to the amount of taxes corresponding to those taxes which have been paid on behalf of the French stockholders stop The coupons and other amounts in arrear will similarly be paid through IG and Dresdner Bank stop With regard to the authority of Messieurs MOREAU and WIERATTE we are of the opinion that the solution of 1930 is not suitable under present conditions; we, therefore, propose the following text: The Verwaltungsrat grants power of attorney to Vice-President MOREAU and to the member WIERATTE to the effect that they will be entitled to act jointly and separately in the following matters: the drafting, signing and publishing of all documents in France - particularly the registration -

- 2 -

connected with and necessitated by the issue by the Societe
Norwegienne de l'Azote et de forces hydro electriques of 289 722 new
ordinary shares of the nominal value of N.Kr. 180 each stop We do
not consider it advisable at this moment to introduce the new stock
at the Paris stock exchange; this question might be reconsidered at
a later date stop We have sent you two up-to-date copies of the
statute stop We suggest to fix your fees at 500.000 ffrs., not
including expenditure for printing and publication stop We intend to
have this amount paid through IG which will apply for the necessary
licence stop Please reply by telegram as soon as possible - Azote.

Igeskroteriat

signed Rue 14 August 1941

AFFIDAVIT.

I, Peter KROEMUELLER, employee of the I.G. Control Office in
Frankfurt/Main and Chief of the Central Archives in Frankfurt/Main-
Griesheim, residing in Frankfurt/Main, Lersnerstr. 31, have been
duly warned that I shall render myself liable to punishment by
making a false affidavit. I declare that my affidavit is true and
that it has been made in order to be submitted as evidence to
the Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

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Document Book XIIIa ILGNER
ILGNER Document No. 228
Exhibit No.

- 3 -

I state under oath the following: The above copy corresponds with the original which is kept in the Records Building of the I.G. Control Office in Frankfurt/Main - Griesheim.

Frankfurt/Main - Griesheim, 12 February 1948

signed: Peter KRONMUELLER

The above signature of Peter KRONMUELLER, residing in Frankfurt/Main, Lorenstr. 31, personally known to me, Dr. Walter BACHEM, is herewith certified and witnessed by me.

Frankfurt/Main, 12 February 1948

signed: Dr. Walter BACHEM

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CERTIFICATE OF TRANSLATION

7 May 1948

I, Holono Lallemant, MD, Civ.No. AGO B 298 038, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of original document.

Holono LALLEMAND
Civ.No. AGO B 398 038.

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

Management department, code office Ho Berlin III 7, 20 August
1941.

Confirmation of telegram

Sender: Igesekretariat (Dr.Korston)
Date despatched: 20 August 1941.
Addressee: azote, Oslo.

Received following telegram dated 19 August:

First: concerning proposal of buying back French claims have transmitted Bank der deutschen Luftfahrt draft letter to Paribas in order to establish purchase conditions stop expecting answer which will communicate at once.

Second: concerning taxes still outstanding retroactive arrangement kindly pay as soon as possible taxes coupons and all amounts due stop you reserve examination of net amount to be paid to shareholders.

Third: we agree to formula of authorization you intend to give Messieurs Moreau and Libratte as subscription opened in Oslo only publication of subscription will be limited to translation of text published in Oslo by you stop kindly send us text to be published in Oslo indicating intended publication date stop we only need a few days for publication of this text in French newspapers stop however as foreign group explicitly wants to buy as many claims as possible we repeat our suggestion to open subscription only on 15 September after holiday period subscription being opened

-2-

45 days as decided by management stop of course all agreements for purchase of claims should be carried out and all necessary governmental authorizations obtained prior to opening of subscription so that claims market may function stop furthermore owing to circumstances and difficulties of communication request Bank der deutschen Luftfahrt to admit additional delay of 45 days for delivery of claims by sellers.

Fourth: agree to proposed remuneration thanks = Paribas stop please call tomorrow for discussion.

Igesekretariat

Distribution:

Dr. Kersten F.S.

F. S.

Copy.

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

Management department / code office Ho

Berlin NW 7, 23 April 1941

Confirmation of telegram

Sender: Igesekretariat (Dr.Korsten)

Date of despatch: 23 August 1941

Addressee: Parisopé, Paris.

For Paribas following telegram Azote 22 August

First: expect your communication when purchase claims of French holders alright.

Second: are still ready to pay immediately taxes dividends etc. due in Norwegian Kroner but expect Berlin communication concerning official authorization in order to transfer amounts

Third: in Oslo only entire text of emission will be published by corporation stop if you agree with Berlin we expect publish 1 September open subscription 15 September and close subscription 30 October stop we do not object to you requesting Bank der deutschen Luftfahrt additional delay 45 days for delivery claims by sellers but German group must of course without taking into consideration this delay have subscribed prior to 30 October number of shares allotted according to agreement pursuant to which this group takes over subscription rights for all 65% of Azote shares presumed to be in French hands

Fourth: according to agreement with Berlin face value of new shares will also be 180 gold Kroner = Azote stop to state to point two: German government which granted principle permission

-2-

states that it will ... permit the carrying out of the transaction
only if French government permits the Dresdner Bank to purchase
60,000 Azote shares stop

Asked Director Linkler Aerobank Paris to inform you of our
opinion to your telegram sent to us on 21 August.

Igosekretariat

Distribution:

Dr. Korsten

F.S.

Copy.

Deutsche Laenderbank Aktiengesellschaft

Berlin NW 7 Unter den Linden 78

No/Da 15 August 1941

Finance Office 25 August 1941

2603 Ko/Fro

Norsk Hydro

In reply to your letter of 15 August 1941 we inform you of the following:

Originally, the Norsk Hydro had intended to carry out the increase of its capital in such a manner that the new shares could have been subscribed in the office of the company in Oslo as well as at the normal deposit offices of the company in Paris, Bruxelles, Geneva, Stockholm and Berlin -in Berlin at your bank-. However, as considerable difficulties arose in connection with the permissions which had to be granted in the various countries, the Norsk Hydro regrets to have been forced to desist from carrying out this intention and established only one subscription office, and that in Oslo. The main reason of the company for desisting from interpolating its deposit offices is most probably the fact that it did not want to favor the shareholders of the individual countries by an international distribution of its capital. As far as we know, this is also the reason it desisted from interpolating your bank in spite of the fact that in Germany the necessary permission could have been received without special difficulties.

Heil Hitler!

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: Frank Fahle signed: by authority
Korsten.

Document Book VIIa ILGNER
ILGNER Document No. 237
Exhibit No.

Copy.

Fees paid F.S.

41 29 August

Parisopi PARIS

for Paribas: Received following information from
Oslo first sample of prospectus sent to you through
Igesekretariat by Azote on 27 August stop prospectus
will be published in official information gazette
Norsk Lysingsblad stop second authorization for Messrs.
Moreau and Libratte sent by Norsk Hydro to us on
26 August stop both documents not yet received by
us, will hand them on immediately.

Igesekretariat.

Document Book MILA ILGNER
ILGNER Document No. 232
Exhibit No.

Copy.

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT
Management Department / Code Office Ho

Berlin Nr 7, 30 August 1941.

Confirmation of telegram

Sender: Igesekretariat (Dr. Bachem)

Date of despatch: 30 August 1941

Addressee: Azote, Oslo

For Erikson:

Paribas informs us that publication in Paris will
be made on 1 September 1941

Igesekretariat

Distribution:

Dr. Horsten

F.S.

-9-

Copy.

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT
Management department, code office.

Telegram address:

Igesekretariat Berlin

Se

Berlin NW 8, 1 September 1941
Unter den Linden 62.

Confirmation of telegram

Sender: Igesekretariat Berlin (Dr. Kersten)

Date of despatch: 1 September 1941

Addressee: Parisopi for parisbas

Code

translation

received following telegram from Oslo:

can publish prospectus in Oslo only on 3 September sub-
scription period 18 September to 30 October allotment of
shares 1 December to 3 December stop the fact that
Parisbas has published prospectus already 1 September
is of no importance for carrying out of omission stop
prerequisite that Messrs. Schmitz, Oster, Moreau, Wibratte
have signed prospectus and have sent it to us = Azote
stop

Would be grateful for information by telegram as to
whether prospect has been signed by Messrs. Moreau
Wibratte so that we can inform Oslo accordingly =
Igesekretariat.

ø F.S.

-10-

Affidavit.

I, Peter Kronmüller, employee of the I.G. Control Office in Frankfurt/M. and chief of the central register in Frankfurt/M.-Griesheim, residing in Frankfurt/M., Lersnerstrasse 31, after I have been warned that I am liable to punishment if I make a false affidavit state and declare that my statement under oath corresponds to the truth and that it was made in order to be submitted as evidence to Military Tribunal VI, Palace of Justice, Nuernberg, Germany.

I declare the following under oath: The copy on the preceding page corresponds to the document filed in the Records Building of the I.G. Control Office in Frankfurt/Main.

Frankfurt/Main-Griesheim, 16 February 1948

signed: Peter Kronmüller

I herewith certify and confirm the above signature of Herr Peter Kronmüller, residing at Frankfurt/Main, Lersnerstrasse 31, whose identity has been established by me, Dr. Walter Bachem.

Frankfurt/Main, 16 February 1948

signed: Dr. Walter Bachem.

-25-

Copy.

Telegram

Dr. Ko/Ho 12 September 1941

Fees paid by F/S

Azote

Oslo

Received following telegram dated 11 September from Paris:
French administrators agree on text prospectus of 18 August stop
M. Tribatte has provisionally signed for M. Moreau stop will
return you text immediately after signature by M. Moreau stop
your letter 26 and 27 August not yet received stop Publication
of prospectus will take place after receipt these letters and
confirmation of publication Oslo on 3 September = Parisopi stop
we inquired per telegram at interpolated Parisopi about your
letters dated 26/27 August which were sent on by us Parisopi
confirms that prospectus was published in Oslo on 3 September.

Igosekretariat

(Dr. Ruediger)

Distribution:

Dr. Kersten

F.S.

Affidavit.

I, Peter Kronmoller, employee of the IG Control Office in
Frankfurt/Main and Chief of the Central Register in Frankfurt/
Main-Griesheim, residing at Frankfurt/Main, Lersnerstrasse 31,
after I have been warned that I am liable to punishment if I

-26-

make a false affidavit, state and declare that my statement corresponds to the truth and that it was made in order to be submitted as evidence to Military Tribunal VI, Palace of Justice, Nuernberg, Germany.

I declare the following under oath:

The copy on the preceding page corresponds to the document filed in the Records Building of the IG Control Office in Frankfurt/Main.

Frankfurt/Main-Griesheim, 18 February 1948

signed: Peter Kronmueller

I herewith certify and confirm the above signature of Herr Peter Kronmueller, residing at Frankfurt/Main, Lorenstrasse 31, whose identity has been established by me, Dr. Walter Bachon.

Frankfurt/Main, 18 February 1948

signed: Dr. Walter Bachon

Copy.

Telegram 12 September 1941

Fees paid F.S. Dr. Ko/Hc

Parisopi for Paribas

PARIS.

Your telegram 11 September for azote prospectus
was published in Oslo on 3 September stop requested
Parisopi to inquire about letter azote 26/27 August
which was sent on by us on 1 September.

Igesekretariat

(Dr. Ruediger)

CERTIFICATE OF TRANSLATION

6 May 1948

I, J. ... HAMBURGER, ETO 20 062, hereby certify that I am a duly appointed translator for the German, French, and English languages and that the above is a true and correct translation of the original document.

J. ... HAMBURGER
ETO 20 062.

- 1 -

Circular for the subscription of new stock
in accordance with the issue prospectus below.

The issue prospectus was published in the Norsk Tysning from
3 September 1941, No. 205.

The undersigned:

write very legibly

Write very legibly
and give exact in-
formation.

Last name

First name

Profession

Full address

having taken notice of the issue prospectus below —

SOCIÉTÉ NORVÉGIENNE DE L'ÉLECTRICITÉ ET DE LA FORCE HYDRO-ÉLECTRIQUE
(Conversion Nitrogen and Hydro-
Electric and Electric)

Capital stock N. 104.300.150,-

Main office: NOTODDEN, Norway.

The Société Norvégienne de l'Électricité et de la Force Hydro-Électrique,
whose main office is located at Notodden, Norway, was founded on
2 December 1905. According to art. 2 of the Statutes the purpose is:

- 2 -

- a) Acquisition and exploitation of all natural and artificial hydraulic forces including all possible applications whatsoever of said forces;
- b) Acquisition and exploitation in all countries of all patents, patents of improvement and additional certificates taken or to be taken, of all licenses and of all processes of production and manufacturing of nitric acid and of all nitric or derived products.
- c) Acquisition, construction and exploitation of all industrial establishments and factories for the utilization of patented or other processes concerning the production and manufacture of nitric acid and all nitric or derived products as well as utilization of all natural or artificial hydraulic forces for all industries.
- d) Participation in all enterprises connected with the various objects mentioned above, either by direct acquisition of shares or by participating in the creation of other corporations, or by financing third persons or otherwise;
- e) And generally all financial, commercial and industrial operations and enterprises, also in real estate, in connection with the above mentioned purposes.

The present capital stock of the corporation amounts to Kr. 104,300,000.-
represented by 579,445 stock paid

- 3 -

in full, i.e. 25.002 preferred stock of Kr. 100.- nominal value
and 554.443 ordinary stock of Kr. 100.- nominal value; all these
554.443 ordinary stock enjoy the same rights each.

The issue of 264.997 new ~~ordinary~~ stock of Kr. 100.- is a part of
capital stock increase by 289.722 new ordinary stock.

Notice:

On the ground of an authorization given by the general meeting of
stockholders on 30 June 1941, and in accordance with the concession
granted on 17 June 1941, the Council of Administration with the approval
of the Council of Surveillance has decided to proceed with the issue
of 289.722 new ordinary stock of Kr. 100.- each; thus the capital stock
is to be increased to Kr. 156.50.000.-.

These 289.722 new ordinary stock will have equal rights in
every respect, particularly to the distribution of dividends and to the
priority of seats, with those of the ordinary stock existing at
present; this stock, however, will benefit from dividends beginning with
the fiscal year 1943.

In accordance with the statutes of the corporation (art. 15) the Council
of Administration has decided with the approval of the Council of
Surveillance of 43.05 % of these 289.722 new ordinary stock; thus
12.725 new ordinary stock has been subscribed in advance.

- 4 -

under the same conditions; this stock also will benefit from profits at the same date as the stock offered on conditions of this prospectus. The issue of 164,997 ordinary stock, that being the balance, is being effected on the following conditions:

- 1) These 164,997 new ordinary stock will benefit for the first time from the proceeds of the year beginning 1 July 1943.
- 2) The stock will be issued at par.
- 3) The subscription will start on 15 September 1941 in Oslo, Norway, at the offices of the corporation (Søllisten 7) and the amounts paid will be deposited at Den Norske Creditbank in the name of each subscriber.-

The subscription will be closed on 30 October 1941.

- 4) The payments will be effected as follows:
 - a) 10% of the nominal amount of the stock will be deposited at the subscription in free Norwegian Kroner.-
 - b) 40% of the subscription of the stock which will be placed from 1 December 1941 to 31 December 1941, in free Norwegian Kroner.-
 - c) The balance, to wit 50%, will be paid, also in free Norwegian Kroner, in later calls before 30 June 1942.

If the payments are not made on the fixed date, the subscription may be annulled.

- 5) The subscriptions will be received as follows:

- a) The owners of the 554,443 ordinary stock

- 5 -

numbered from 1 to 554.443 and of the 25.002 preferred stock
numbered from 1 to 25.002 will have the right to subscribe for ONE NEW
STOCK FOR EVERY FOUR OF OLD ORDINARY STOCK AND / OR FIVE NEW STOCKS
15 of preferred stock or for
STOCK FOR FIVE OLD ORDINARY STOCK AND / OR FIVE NEW STOCKS;

b) Holders of founders subscription certificates will have the right
to subscribe for:

20 stock per certificate.

c) Holders of privileged subscription certificates will have the
right to subscribe for:

2 stock per certificate.

For the exercise of the subscription right fractions will not be con-
sidered. Owners of stock who do not possess the necessary number of
stock to obtain at least 1 new stock or a full number of new stock,
may join other owners to exercise their right so that an undivided
subscription results from this fact.

If after the right of subscription indicated above under a & c had been
exercised, some stock remains available the Conseil d'Administration re-
serves for itself the right to place it to the best interest of the
corporation.

The owners of the 554.443 ordinary stock numbered from 1 to 554.443 and
of the 25.002 preferred stock numbered from 1 to 25.002, will have to
support their subscription by presenting their nominal stock certificates

- 6 -

which will be stated, or submit coupon No. 32 of the ordinary stock
or coupon No. 35 of the preferred stock to have ~~the~~ the holder's
title ^{cut off.} These coupons will lose all value after the close of the
subscription.

Holders of founders subscription certificates and of privileged sub-
scription certificates remaining in circulation will have to present
these titles to be stated.

OSIC, 3 September 1941.

CONFIRMATION:

MARGARET M. HIGHER, SECRETARY, HIGHER TRUST COMPANY

THOS. FRANKLIN, PRESIDENT, OSIC

I subscribe hereby on conditions indicated in the issue prospectus for:

- new stock on the ground of old stock indicated below.
- new stock on the ground of founder subscription
certificates indicated below.
- new stock on the ground of privileged subscription certi-
ficates indicated below.

To support my subscription I submit:

- coupons No. 32 of ordinary stock and coupons No. 35 of
preferred stock.
- ordinary and/or preferred stock represented by nominal
certificates.

..... founders subscription certificates

..... privileged subscription certificates.

I am owing the sum of Kr. 18.- per subscribed stock, to wit a total
of Kr.....

(in letters): Kr per

I undertake to pay on 1 December 1941 Kr. 72.- per subscribed stock
and to pay the balance, to wit Kr. 90.- per stock, on later calls as
indicated in the issue prospectus.

If I fail to pay on the fixed dates the corporation may annul my
subscription.

Osl., 1941

.....
(signature)

- 1 -

Affidavit.

I, Dr. Hans PILGER, of Leonberg near Stuttgart, Haus am Engelberg,
have been advised of the fact that I am liable to punishment in case
of a false affidavit. I declare in lieu of oath that the following
statement is true and that it is made in order to be submitted as
evidence to the Military Tribunal No. VI in the Palace of Justice,
Kuernberg, Germany.

I was a member of the Vorstand of the Dresdner Bank, Berlin. In
the first months of 1941 - I seem to remember it was in March,
1941 - the Generaldirektor in the Reich Ministry of Economy,
WITT, gave official instructions to the Dresdner Bank to conduct
negotiations with Paris banks, aiming at the purchase of French
held Persk By's stock. It was intended to acquire the stock on behalf
of Wieg, a Reich-owned company. I.G. Farbenindustrie had no knowledge
of those instructions given to the Dresdner Bank. The Reich Ministry
of Economy had requested the Dresdner Bank in writing to keep the
matter secret.

The negotiations conducted with the French banks resulted in the
purchase on behalf of Wieg of a considerable block of French held
Persk By's stock.

Leonberg, 10 April 1949

sign. Dr. Hans PILGER

- 2 -

I hereby certify the authenticity of the above signature -
acknowledged before me - of Dr. Hans PHILIP, Bank Director,
of Leonberg, 122 Stuttgarterstrasse. He proved his identity
by his German identification certificate.

Leonberg, 12 April 1946

District Notary, Notary Public

Signature

Herrn. District
Notary Leonberg

Minimus fee according to
Art. 26/3, 49 NO

2.-

Doc. No. 1946 No. 349
IV. I./1946 No. 57

E x c e r p t f r o m

record of the 61st meeting of the chemistry board
held in Frankfurt/A on 24 April 1941.

.....
Page 3 of original
.....

HANNIGER reports on the penetration into the capital
of Norsk Høir Elektrisk Kveelst. faktieselskab, Oslo.

.....
C effected by V. L. T.
.....
.....

Document Book IIIa IIGNER
IIGNER Document i...
Exhibit M.....

CERTIFICATE OF TRANSLATION

7 May 1943

I, Stanislaw S. Feldman ETO 1043, hereby certify that I am a duly appointed translator for the French, German and English languages and that the above is a true and correct translation of Document Book IIIa IIGNER.

Stanislaw Feldman

ETO 1043.

Defense
Case 6

Tribunal VI
Case 6

EXPLANATIONS

TO

DOCUMENT BOOKS XIIA AND XIIB

FOR

DR. MAX ILGNER

(To be inserted in Document Book XII A)

Gung

EXPLANATIONS TO
DOCUMENT BOOKS
ILGNER 12 A AND 12 B

Explanations to the ILGNER Document Books XII A and XII B

(Norway)

Introductory remarks:

On submission of the documents in connection with Norway it must first be pointed out that despite the assistance granted by the High Tribunal, the defense was unable to make the planned journey to Norway. The gentlemen in Norway have refused to make affidavits for the defense; some referred to the fact that they had given affidavits to the prosecution on the occasion of the latter's visit to Oslo, others stated that affidavits had already been given to the Norwegian authorities. (I refer to the documents 257 and 258 contained in Book XII B). Neither were we able to obtain some documents which we had requested, as the gentlemen in question had meanwhile gone on a journey. The gentlemen of the Banque de Paris have furnished us with information similar to that contained in ILGNER document 257.

It must furthermore be pointed out that the documents contained in the files of the IG are very incomplete, as many of them were lost either during the war or in the course of transfers.

Finally, let me point out that Dr. ILGNER's defense counsel undertook to present the documentary material connected

EXPLANATIONS TO
DOCUMENT BOOKS
ILGNER 12 A AND 12 B

with Norway en bloc, that is to say, such documents as could be procured under the difficulties described above.

The documentary evidence itself, as the index for both Norway document books shows, is divided into sections, for purposes of clarity.

I. Nordisk Lettmetall A.S. Oslo

Under this heading we present all documents dealing with the formation, structure and organization of Nordisk Lettmetall in Norway. I refer especially to documents 193 to 197. The events after the bombing raid on the plants of Lettmetall in Norway and the consequent order to suspend production are also described, and especially IG's great efforts to obtain compensation for damages from the German Reich on behalf of Norsk Hydro. I refer to documents 198 to 204.

II. Norsk Hydro Elektrisk Kvaelstof A/S

This section deals with all questions connected with the capital increase of Norsk Hydro necessitated by the latter's participation in Lettmetall; further, with personal relations between IG representatives and Norsk Hydro executives.

1. General

Two affidavits come under this heading, which more or less deal with the entire matter (documents 252 and 253). It also includes the affidavit by the banker Jacob WILLENBERG, Stockholm, Ilgner Document 259, which was handed in separately and which has only just been received.

2. Decision to increase capital.

The two documents submitted here, nos. 206 and 207, speak for themselves.

3. Instruction of the French Styro-members by
the Norsk Hydro and the Banque de Paris.

The 12 documents submitted in this connection should make it apparent that the IG offered their good services in the matter of instructing the French, through the administration of the Norsk Hydro, in as far as this was possible and they were permitted to do so. (Documents 208 to 219.)

4. Effecting the increase of capital.

In dealing with this question, all the documents are submitted which mainly concern the negotiations between the administration of the Norsk Hydro and the Banque de Paris, and also partly those between the IG and the two above-mentioned firms, regarding the details of the capital increase for the Norsk Hydro. The documents should show how far the Banque de Paris was connected with the individual problems and how greatly it concerned itself with the details. (Documents 220 to 238.)

5. Acquisition of one parcel of French-owned
Norsk-Hydro shares through the Dresdner Bank
for a Reich-owned company.

Both documents submitted here show that the IG had nothing to do with the acquisition of the French-owned old Norsk-Hydro shares (documents 239 and 240).

6. Acquisition of the right to purchase new Norsk-Hydro
shares from the Banque de Paris by the Bank der
Deutschen Luftfahrt, Berlin.

The first document submitted in this connection, document no. 196, shows that the German government was desirous of acquiring as many Norsk-Hydro shares as possible, and, for that reason, did not want to give the French a chance to make payments by means of blocked accounts in Norway, either. The following documents show that President WALLEMBERG, Stockholm, had fixed the prices for the acquisition of the right to purchase and that his bank, the Stockholms Enskilda Bank, made the corresponding offer to the Banque de Paris, which was accepted by them (documents 220, 242 to 247). The following documents, nos. 248 to 250, show in what a generous way the transactions were carried out.

7. Personal relations of the IG to Norsk-Hydro
representatives.

The excerpts from the ILGNER documents 193, 194 and 196, submitted in this connection, as well as the re-submitted OSTER document 48, show on what a friendly basis the relations between the IG representatives and the leading representatives of the Norsk-Hydro, particularly Generaldirektor ERIKSEN, rested during the war.

EXPLANATIONS TO
DOCUMENT BOOKS
ILGNER 12 A AND 12 B

In this connection I once more refer to the affidavit by Erich MUELLER, submitted in the ILGNER document book I (ILGNER document 24, exhibit 25), especially to pages 97 - 100 of document book I, where Dr. ILGNER's great efforts to obtain the release of ERIKSEN from imprisonment are described in detail. The following documents, OSTER 49 and ILGNER 31, show that after the end of the war Herr ERIKSEN recognized Dr. OSTER's and Dr. ILGNER's friendly efforts before the beginning of the trial. The last documents, 257 and 258, have already been discussed at the beginning.

Muernberg, 3 May 1948

signed Dr. Walter Bachem

Dr. WALTER BACHEM
Assistant Defense Counsel

-END-

CERTIFICATE OF TRANSLATION

May 6, 1948

I, Monica Wellwood, 20148, hereby certify that I am a duly appointed translator for the English and German languages and that the above is a true and correct translation of the Explanations to Document Books ILGNER 12 A and 12 B.

Monica Wellwood
20148

Case 6
Defense

TRIBUNAL VI

CASE 6

DOCUMENTBOOK XII B

(Norway)

for

Dr. Max ILGNER

presented by Defense Counsel

Dr. HERBERT NATH

Attorney-at-Law.

Jerry



DOCUMENT BOOK XII B ILGNER
Exhibit No.

Index for document book XII B
(Norway)
for Dr. Max Ilgner

Doc. No.	Exh. No.	Contents	Page
	6	<u>Purchase of the subscription rights to the new issue of Norsk Hydro-shares from the Banque de Paris through the Bank der Deutschen Luftfahrt A.G. Berlin.</u>	
196		Excerpt from Ilgner Document No. 196, Affidavit by Gerhard Berghold. The witness states that he knows from his own observations that the Reich Ministry for Economy was greatly interested in acquiring Norsk Hydro shares. These shares were to be distributed among various German parties, "in order not to allow the I.G. Farben to gain sole influence over the NorskHydro". The Reich Ministry of Economy also demanded that the French shareholders should not be permitted to use French blocked accounts in Norway to pay for the new issue of Norsk Hydro shares. "To pay for this new issue of shares by way of remittances through the Franco-Norwegian clearing was, according to my experience, out of the question."	1
220		Excerpt from Ilgner Document No. 220, Letter from the Zefi Berlin to Norsk Hydro, dated 3 July 1941. The German group has reached an agreement with the Banque de Paris, according to which they agree to purchase from the French shareholders of the Norsk Hydro the subscription rights, "since due to the fact that there is no possibility of transferring money from France to Norway the French shareholders would not be able to make the necessary payment for any shares for which they may have signed." President Hellenberg has been asked for his advice regarding the purchase price of the subscription rights. The Banque de Paris has convinced itself of the necessity "of the payments on the new issue of shares being completely at your disposal in Oslo".	2-3

DOCUMENT BOOK XII B ILGNER
Exhibit No.

Doc.No.	Exh.No.	Contents	Page
(Cont'd. 220)		The attached publication of the Banque de Paris reveals, that it reckoned with the fact that shareholders of the Norsk Hydro in France would not wish to participate in the increase of capital.	
242		Telegram from the Enskilda Bank, Stockholm, dated 15 August 1941, to I.G. Berlin NW 7, in which it is requested that the offer to purchase the subscription rights to the Norsk Hydro shares which are in French possession, be passed on to the Banque de Paris.	4-5
243		Letter from I.G. Berlin NW 7 to the Enskilda Bank Stockholm, dated 16 August 1941. Agreements are confirmed according to which Enskilda Bank agrees to make an offer to the Banque de Paris to take over the French subscription rights to the Norsk Hydro shares for the account of a German Group. The further details of the agreements reached are confirmed, i.e. that the commission which the Banque de Paris is to receive will be paid by the German group.	6-8
244		Letter from I.G. Berlin NW 7 to the Banque de Paris dated 29 Aug 1941, with which is transmitted a letter from the Enskilda Bank.	9
244		Telegram from the I.G. Berlin NW 7 to Norsk Hydro, dated 4 Sept 1941. The telegraphic communication from the Banque de Paris, according to which the French Ministry of Finance agrees to the purchase of the subscription rights is being transmitted. The Banque de Paris will issue instructions concerning the purchase of the subscription right the same day.	10
245		Letter from the Bank der Deutschen Luftfahrt A.G., Berlin, to the Banque de Paris, dated 10 September 1941,	11-14

DOCUMENT BOOK XII B ILGNER
Exhibit No.

Doc.No.	Exh. No.	Contents	Page
(Cont'd, 245)		in which the Luftfahrtbank confirms, with reference to the purchasing offer from the Enskilda Bank, that it is the purchaser of the subscription rights. The conditions are given in detail. The Banque de France is to receive ffra. 10,- for every subscription right received. As an exception, subscription rights belonging to prisoners of war may still be purchased up to the end of 1943.	
246		Telegram for the Parisopi to I.G. Berlin NW 7 dated 18 Sept 1941 with which a telegram from the Banque de Paris to the Enskilda Bank Stockholm is transmitted. The Banque de Paris explains that it is ^{incomplete} complete ^{with agreement} with the proposals submitted by the Enskilda Bank .	15
247		A further telegram from Parisopi to I.G. Berlin NW 7 dated 29 Oct 1941 which is intended for Norsk Hydro. The Banque de Paris reports that according to an agreement with the Bank der Deutschen Luftfahrt the purchase of the subscription rights is to commence that day.	16
248		Letter from I.G. Berlin NW 7 to the Enskilda Bank Stockholm dated 20 May 1941. After purchases of the subscription rights have been concluded to the greatest part a tentative statement of commission to be paid is sent to the Enskilda Bank for its acting as intermediary in the transactions.	17-18
249		Letter from I.G. Berlin NW 7 to the Banque de Paris of 8 March 1943. With reference to the request transmitted by the Banque de Paris concerning the subsequent taking over of subscription rights the I.G. replies that it had already made generous arrangements according to which certain subscription rights which were offered subsequently could still be taken over. "We regret, however, that, even if we take into account the special circumstances underlying individual cases and if we interpret the conditions laid down in the widest possible meaning, we would still not be able to comply ^{with} all the requests for subsequent payment".	19

DOCUMENT BOOK XII B ILGNER
Exhibit No.

Doc. No.	Exh. No.	Contents	Page
250		Reply from the Banque de Paris to I.G. NW 7 dated 15 April 1943 in which the bank expresses gratitude for the generous manner in which the matter was handled.	20
		<u>7. Personal relations of the I.G. to the gentlemen of the Norsk Hydro.</u>	
193		Excerpt from Ilgner ^{App.} No. 193, affidavit by Dr. wilhelm MOSCHEL. This witness protested both verbally and in writing against the arrest of Director general Eriksen. He confirms that Dr. Ilgner tried particularly hard for Eriksen's release. He also confirms that he tried hard to dissuade a Norwegian from applying for Eriksen's position after his arrest although he had been invited to do so by the Reich Commissar. "This, my attitude, was also approved by other gentlemen of I.G."	21-22
194		Excerpt from Ilgner document No. 194, affidavit by Julius FRANZ. He confirms that I.G., in opposition to the opinion of the Reich Commissioner, together with the administration of Norsk Hydro proposed Herr Eriksen, for the position of director general of the Norsk Hydro. He also relates that it is due to Dr. Ilgner's attitude that no new director general was appointed for the Norsk Hydro during Herr Eriksen's imprisonment. Dr. Ilgner tried very hard for Eriksen's release, and in view of the hostile attitude of the Reich Commissioner, no doubt, exposed himself to reprimand.	23-25

DOCUMENT BOOK XII B ILGNER
Exhibit No.

Doc. No.	Exh. No.	Contents	Page
196		Excerpt from ^{Ilgnor} doc No. 196, affidavit by Gerhard BERGHOLD. He confirms that he recollects that Herr Eriksen was strongly opposed to Quisling, and that he was very open about this, his attitude, towards Otto, the leader of the Economic Department at the Reich Commissioners. Torboven was, therefore, against Eriksen. Yet IG backed Eriksen's appointment as director general of the Norsk Hydro as successor to Dr. Aubert in everyway. "I was a personal witness on several occasions when Dr. Ilgnor intervened with Ottet for the release of Eriksen in such an energetic and clever manner that even Otto was willing to approve Eriksen's release. As far as I know the release fell through because of certain terms stipulated by Torboven".	26
251		Letter from IG Berlin No. 7 to the Bank der Deutschen Luftfahrt A.G. dated 8 Mar 1944. The personnel situation of the administration of Norsk Hydro after the death of Dr. Aubert and the arrest of Direktor general Eriksen is described. During Herr Eriksen's imprisonment the work of the director general of the Norsk Hydro was done internally by a working committee (Arbeitsausschuss).	27-30
Easter 1948 OSTER 48		Letter from Herr Eriksen to Dr. Ostor of 14 January 1944 from Pw camp in Schildberg. This letter reveals that Herr Eriksen had confidentially discussed personnel problems of the administration of the Norsk Hydro with Dr. Ostor. Herr Eriksen continues "After your visit I think I can feel fairly confident now about my release	

DOCUMENT BOOK XII B ILGNER
Exhibit No.

Doc.No.	Exh.No.	Contents	Page
(Cont'd .Ostor : 48)		and believe that after your i.o. Dr. Ilgnor's intervention in Oslo there will be no further obstacles.	31-32
.Oster :49		Excerpt from Ostor Doc.No. 49, confirmation by Herr Erikson dated 28 Jan 1947. In connection with Dr. Oster's assistance to the Norsk Hydro during the occupation of Norway Herr Erikson writes: "This was successful, and the importance hereof cannot be overestimated".	33
31		Certificate of Herr Erikson dated 12 Nov 1946 in which he confirms the efforts Dr. Ilgnor made for his release. "During that time Dr. Ilgnor strove hard to get me released."	34
257		Letter to from Herr Erikson to Attorney Dr. Vinassa dated 23 Feb 1948. In reply to a letter of Dr. Vinassa in which the latter had asked for data concerning the Norsk Hydro Lettmetall transaction in favour of the defense, Herr Erikson writes that he gave the information to a representative of the prosecution who came to visit him: "Owing to these circumstances, I think it is correct at present not to reply to different questions from another source, as I take it, that provided some expression from me on request should be of any interest, there will be given an opportunity for those questions either verbally or by letter, provided the questions concerned are brought forward by the prosecution during the case at all."	35
258		Letter ^{from} of Sir Thomas Fearnley to attorney Dr. Vinassa of 27 Feb 1948 constituting at the same time a reply from Herr Erikson to Sir Fearnley and to a corresponding letter from Dr. Vinassa.	36

DOCUMENT BOOK XII B ILGNER
Exhibit No.

Doc. No.	Exh. No.	Contents	Page
----------	----------	----------	------

(Cont'd. 258)

"As I have given testimony
to the Public Authorities
in Norway in connection
with their investigation of the
Hydro case, I find that I cannot
now give such testimony as you
require."

DOCUMENT BOOK XII B ILGNER
Exhibit No.

This is to testify that all documents contained in this
document book correspond literally to the documents submitted
to the court.

Nuernberg, 27 April 1948.

Dr. Herbert N A T H
Attorney-at-Law.

EXCERPT

from Ilgner Document No. 196

Affidavit of Gerhard Berghold, of 22 March 1948

Pages 3/4 of the affidavit.

.....

The transfer of the Norsk-Hydro stock in French possession into German hands was, as far as I know, a matter in which official agencies in Germany were particularly interested. From a discussion with the then President of the Reich Economic Ministry, Kehrl, I know, for example, that he had a special interest to have these shares in German hands, so that decisive influence might be exerted on Norsk-Hydro. Kehrl stated that it was not his intention at all to have all of the French owned Norsk-Hydro stock transferred to I.G. Farben. Rather was it planned to have the stock distributed among various German agencies so that I.G. Farben would not exclusively be able to exert an influence on Norsk Hydro. In that discussion Kehrl also demanded that the French stock holders should not be permitted to use blocked accounts' funds in Norway for the acquisition of the new stock which was to be issued by Norsk-Hydro in connection with the increase of capital. According to my experience it was not possible to pay for these new shares through remittances by way of the Norwegian French clearing arrangement. In August 1941, after the occupation of both countries by Germany, the first agreement was reached between Norway and France for a mutual exchange of goods. Because of the very limited supply possibilities of both countries this agreement had hardly any practical importance at all. In any case it would have been impossible to divert the Norwegian crowns needed for the purchase of the new Norsk-Hydro stock from French supplies of goods to Norway.

.....

EXCERPT

from Ilgner Document No. 220,
Letter of I.G. Farbenindustrie to Norsk Hydro, of 3 July
1941

I.G. Farbenindustrie Aktiengesellschaft 3 July 1941
Zentralfinanzverwaltung (central finance
administration)
Berlin NW 7

Fin. Secr. 2088
Ko/Ksch.

by air mail

To the
Norsk Hydro-Elektrisk Kvaestofaktieselskab,
O s l c
Selligaten 7

Subject: Negotiations with Banque de Paris et des Pays Bas.

.....
The German group has reached a basic understanding with the Banque de Paris according to which the German group declares its willingness to purchase from the French shareholders their subscription rights arising from the increase of the capital of their company as the lack of transfer facilities from France to Norway would make it impossible for the French stock holders to make the required payments on the stock which they could acquire. As regards the stipulation of a purchase price for the subscription rights President Wallenberg of the Stockholm Enskilda Bank has meantime been asked for an appropriate suggestion. The purchase of the subscription rights is to be handled by the Enskilda Bank for the account of the German group.

.....

(Page 2 of the letter)

.....

The Banque de France has convinced itself of the necessity that the investment payments for the new stock must be readily available to you in Oslo, and in view of the impossibility of making such payments at this time from France to Norway it has also given its approval for the sale of all of the French subscription rights to the German group.

.....

EXCERPT

from the enclosure to Document Ilgner No. 220.

Copy

NORVEGIENNE DE L'AZOTE

Page 6

.....

Arrangements will be made so that stock holders who for some reason or other do not wish to subscribe can easily dispose of their rights.

.....

I herewith certify and witness that the above extracts from the letter of I.G. Farbenindustrie to Norsk Hydro, of 3 July 1941, are true and correct copy of the original, in witness whereof.

Buernberg, 26 April 1948

(signed): Dr. Walter Bachon
Defense Counsel Assistant

Copy of telegram confirmation Nitten Stockholm
Enskilda Bank Igsekretariat, of 15 August 1941
(Lkt 81-43)

Director's Department, Code office/Hc

16 August 1941.

Telegram confirmation

Nitten, Stockholm (Enskilda Bank)

15 August 1941

Igsekretariat, Berlin

In our name please forward to Paribas, Paris, the following telegram, quote:

"On the basis of agreement with I.G. Farbenindustrie and Bank der Deutschen Luftfahrt (German Bank of Aviation) we authorize the purchase for us against charge to our account with you of all subscription rights Azete which you may be able to procure; maximum 310 francs for each right; order is valid until one week prior to expiration of subscription rights, stop.

Advise by telegram your commission rates and indicate also what other costs the purchase would involve stop

I.G. Farbenindustrie will remit the necessary funds to you for our account stop

In order to enable us to arrange for additional coverage advise by telegram that transaction was effected through intermediary of igsekretariat Berlin in lump sums of ten million francs stop

You are to hold purchase subscription rights awaiting our ultimate instructions

Stockholms Enskilda Bank end of quotation

Distribution:

Dr. Larsten

F.S. (secretariat of finance office) 2 x

Nitten

- 2 -

Affidavit

I, Peter Kronmueller, employee of the I.G. Control Office in Frankfurt/Main and head of the Central Archives Office in Frankfurt/Main-Griesheim, residing at Frankfurt/Main, No. 31, Lersnerstrasse, have first been cautioned that I am liable to punishment for committing perjury and I state and declare that my affidavit is the truth and that it is to be submitted in evidence to the Military Tribunal VI, Palace of Justice, Nuernberg, Germany.

I make the following deposition under oath: The copy on the reverse side is in accordance with the data on file in the I.G. Control Office in Frankfurt/Main-Griesheim.

Frankfurt/Main-Griesheim, 12 February 1948

(signed): Peter Kronmueller

Certifying and bearing witness to the signature of Herr Peter Kronmueller, a resident of Frankfurt/Main, No. 31 Lersnerstrasse, whose identity was established by me, Dr. Walter Bachem.

Frankfurt/Main, 12 February 1948

(signed): Dr. Walter Bachem

(Assistant Defense Counsel)

Copy of letter of I.G. Stockholm Enskilda Bank, of
16 August 1941 (Akt 81-43)

Stockholms Enskilda Bank A/B
Stockholm
Kungsträdgårdsgaten 8

By Air Mail!
16 August 1941

Finance Secretariat

Ke/P 2594

Subscription rights Norsk Hydro.

We refer to the discussions which took place on 11 and 12 August 1941 between President Marcus Wallenberg and Jakob Wallenberg, on the one hand, and the undersigned (left hand signature), on the other hand, and as agreed upon with the Bank der Deutschen Luftfahrt A.G. (German Bank of Aviation, inc.) Berlin, we wish to confirm our agreements as follows:

For the account of a German group, consisting of the Bank der Deutschen Luftfahrt (German Bank of Aviation) A.G. and our company, you agree to submit an offer to the Banque de Paris et des Pays-Bas, Paris for taking over the French subscription rights with Norsk Hydro-Elektrisk Kvaeststoffaktieselskab, Oslo, for the capital increase decided upon on 30 June 1941, at the price of 310 French Francs per subscription right, net to the seller. We shall take steps to make required amounts of French Francs available to you in good time with the Banque de Paris et des Pays-Bas. In the event of any delays we will be detailed with the costs arising incidental thereto (interest charges, etc.)

- 2 -

We also shall pay the commission of the Banque de Paris and any other incidental costs if any.

We reached agreement on the text of a telegram which you are to send to the Banque de Paris in this matter; it has meantime come to hand and was forwarded by us, by way of our Paris representatives, to the Banque de Paris.

For your efforts in this matter you will charge us a commission of 1/4% which we shall pay to you by way of the German-Swedish clearing. Should it not be possible to obtain the required permits for this we shall take steps to find another way for making possible the remittance to you.

Please accept our assurance of appreciation for your kind co-operation in this matter.

Your very truly,

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

(Signed): ppa. (by procuration) Kersten
(signed): Bachem (acting)

enclosure:

cc: Director Dr. Frank-Fahle

AFFIDAVIT

I, Peter Kronmueller, employee of the I.G. Control Office in Frankfurt/Main and head of Central Archives Office in Frankfurt/Main-Griesheim, residing at No. 31 Lersnerstrasse, Frankfurt/Main, was first cautioned that I am liable to punishment for making a false affidavit.

- 7 -

- 3 -

and I state and declare that my affidavit is the truth
and that it is to be submitted as evidence to the
Military Tribunal VI, Palace of Justice, Nuremberg,
Germany.

I declare under oath that the overleaf copy is in
accordance with the document which is on file in the
Records Building of I.G. Control Office in Frankfurt/
Main-Griesheim.

Frankfurt/Main-Griesheim, 12 February 1948

(signed): Peter Kronmueller

Certifying and bearing witness to the signature
of Herr Peter Kronmueller, a resident of Frankfurt/Main,
No. 31 Lerenerstrasse, whose identity was established
by me, Dr. Walter Bachem.

Frankfurt/Main, 12 February 1948

(signed): Dr. Walter Bachem

(Assistant Defense Counsel)

- 8 -

Copy

Banque de Paris et des Pays Bas

P a r i s 3 Rue d'Antin

Ke/Ksch 29 August 1941

Stockholms Enskilda Bank

Acquisition of Norask Hydro Subscription Rights

Enclosed we are sending to you a letter addressed to you by Stockholms Enskilda Bank under date of the 18th inst. which reached us today for transmittal to you.

Yours very truly,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(signed): Scherer (acting) (signed): ppa
(per procura) Kersten

Enclosure

Copy

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Director's Office/ Code office

Berlin NW 7, ^{Hc} 4 September 1941

Confirmation of Telegram

Sender: Igesekretariat (Dr. Kersten)

Date when dispatched: 4 September 1941

Receiver: Azote, Oslo

Paribas wires on 3 September:

We are confirming to you final approval of Finance Ministry relative to repurchase of Azote stock. Announcement for this stock purchase was published today step. You are asked to advise Azote as regards taking steps for conversion into money of arrears to be transferred end of telegram. Dresdner Bank has informed to Reich Economic Ministry of the above; authorization to make payment of the arrears in France is now being expected within the next few days.

Distribution: -

Dr. Kersten

Igesekretariat

F.S. (Finance Secretariat)

10 September 1941

Banque de Paris & des Pays Bas

3, Rue d' Antin

P a r i s

Lir. W./Ha.

Subject: Capital Increase of the Societe Norvegienne de l'
Azote & de Forces Hydro-Electriques.

Pursuant to the negotiations between yourselves, on the one hand, and Mr. Filder of the Dresdner Bank and ourselves, on the other hand, which we conducted simultaneously for the I.G. Farbenindustrie A.G. and on the basis of the request of the Stockholms Enskilda forwarded directly to you, we herewith confirm for you that we are the purchasers of the existing subscription privileges of the French owned common and preferred stocks arising out of the recently determined capital increase of the above company, at the price of ffrs. 310.00 for each subscription privilege against surrender of coupon No. 32 of the common stocks and coupon No. 33 of the preferred stocks.

We are likewise purchasers of the subscription privileges of the Certificates de souscription originaires and the Bons de souscription privileges of the above company on the basis of the above-named price of the subscription privilege for the common, and the preferred stocks; the calculation of the price of these subscription privileges should be based on the amount of new stock accruing to these privileges, that is 29 new stocks for each certificat de souscription originaire and 2 new stocks for each Bon de souscription privileges.

Thus the price will be :

1) for each Certificat de souscriptions:

$$\frac{29 \times 15 \times 310}{4} - \text{ffrs. } 33,712.50$$

2) For each Bon de souscription priv.:

$$\frac{2 \times 15 \times 310}{4} - \text{ffrs. } 2,325.00$$

For your trouble and expenses, including broker's charges, for all publications in newspapers and taxes, we will reimburse you ffrs.10.00 for each subscription privilege purchased and delivered. We should be most grateful to receive 4 vouchered/^{copies}of each newspaper announcements.

We wish to request you to credit the subscription privileges in the name of our control office in Berlin, the Bank der Deutschen Luftfahrt A.G., Berlin, and similarly to charge the amount of the settlement to our account as for the ffrs. 10.00 per subscription privilege charged to us in accordance with the above.

Our central office will dispose of the purchased subscription privileges through us.

The purchase may be completed during the normal period for subscription plus a grace period of 45 days.

We state that we are prepared, moreover, after the expiration of this period to investigate such other special cases which occur in which French citizens - who are proven to have been stock-holders of this company and remained such during the subscription period at least since the agreement of the general meeting of the Norsk Hydro which decided on the latest capital increase,

were absent from France since the publication of the decision of the general meeting relating to the capital increase in France, until the expiration of the period of grace on 31 October 1941, as a result of being prisoners of war or mobilization for the defense of the French colonies against the powers hostile to the axis and any other powers hostile to the axis. Special cases involving French citizens who have taken any part whatsoever in political activity against Germany are peremptorily excluded from such favorable treatment.

For these special cases the grace period would not expire until three months after the date established under section 1 of the decree of 1 September 1939 relating to legal proceedings and regulations on postponement of suits for inducted persons. We should be prepared to make subsequent purchases taking into account what has been said above, - at the latest however, up to the end of 1943-, of subscription privileges which fall under the above mentioned provisions.

Payment for the purchased and delivered subscription privileges will be made subject to any later, different ruling by the two governments, at the expense of our account to be established with you and in which account we must continuously provide required coverage in the form of adequate cash assets.

You will undertake, as early as possible, to make all necessary publications, the costs of which - as already mentioned - will be born by yourselves.

"e shall request from the appropriate German authorities all those authorizations which are necessary to prevent the issue of the subscription privileges being restricted by any blocking measures.

The obligations provided for in this letter will only become effective for both parties after sanction has been given through the competent French and German authorities.

We should be grateful to you if you would confirm to the Enskilda Bank, Stockholm, that your basic policy will be to accept in our name and in the name of the I.G. Farbenindustrie A.G., the purchase offers made to you, and that you have made all detailed arrangements directly with us. For our part, we shall also inform the Stockholm Enskilda Bank accordingly through the I.G. Farbenindustrie A.G.

In anticipation of your kind confirmation, we remain

Yours faithfully

Bank der Deutschen Luftfahrt
Aktiengesellschaft Berlin
Agence de Paris

C O P Y -

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Central Financial Administration, Directorate Dept, Code Office 30
BerlinNW 7 Unter den Linden 82

18 Sept 1941

RECEIPT

Telegram Confirmation

Sender: Parisopy Paris
Date Sent: 18 Sept 1941
Receiver: Igesekretariat Berlin

For Stockholm Enskilda re your cable of 16 Aug and ours of 21 Aug
you are informed that agreement on principle has been reached with
the Aerobank - stop - Price of the privilege is ffrs. three hundred
ten net - stop - commission of ten francs acknowledged for publicity
-sto- Purchases will be continued until 14 December - stop -
Rights for prisoners and mobilized persons are reserved - stop -
settlement will be through us by means of an open account with
the Aerobank - stop - we have requested agreement of the finance
minister who has not yet approved the manner of settlement - stop -
You will be advised of the authorization when it is obtained -
Parisopi.

C O P Y

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Central Financial Administration - Directorate Dept. Code Office 3e

Berlin NW 7 Unter den Linden 82

RECEIPT

Telegram Confirmation

29 October 1941

Sender: Parisopi Paris

Date Sent: 29 Oct 1941

Addressee: Igosekretariat Berlin

For Azote Oslo. Pursuant to agreement reached with Bank der
Deutschen Luftwaffe the transaction to repurchase subscription
privileges begins today - Parisopi.

Distribution: Dr. Kersten

P.S.

C o p y

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Central Financial Administration, Berlin, NW 7

Bank der Deutschen Luftfahrt A.G., Bln.
Securities Administration. Book keeping Office.

Stockholms Enskilda Bank A/N.

Stockholm, Kungstraedsgardsgatan 8 L. 14
20 May 1942
Financial Secretary / 1281 B/Br.

Purchase of Norsk Hydro Subscription Privileges.

We refer to our letter of 16 Aug 1941 and yesterday's long-distance telephone conversation between Direktor Calissendorff and the undersigned (right). As we informed you, the purchase of the Norsk Hydro subscription privileges from France has been substantially carried out. On the basis of the agreements made we will later, where necessary, take over one or the other subscription privilege which may be offered to us by the French Norsk Hydro Stock-holders, who were prevented from making offers on time to the time-limit conditions. In so doing, however, it will only concern a very small number of subscription privileges; hence, as agreed with you, the settlement cannot be made if a supplementary settlement is reserved for any blocks of securities which may be taken over at a late date. In all, the subscription privileges from French stock-holders as listed below were purchased by the German group consisting of the Bank der Deutschen Luftfahrt A.G., Berlin, and our firms:

195,541 common stocks @ ffrs. 310.00	Fr. 60.617.710.00
14,716 preferred stocks @ 310.00	" 4.251.960.00
1,474 subscription certificates @ ffrs. 2,325.--	3.427.050.00
40 promoter's certificates @ 33,712.50	1.348.500.00

	ffrs. 69,645,220.00

DOCUMENT BOOK XII B ILGNER No. 248
EXHIBIT No.

As arranged you are to be paid 1/4% as commission of the total amount expended, i.e. ffrs. 69,645,220.00. Hence the amount of the commission will be:
ffrs. 174,113.00 = RM 8,704.65 = skr. (Swed. Krona)
14,626.42.

On the basis of the agreement made with you by telephone, we asked Consul Svenson, Goeteberg, yesterday to credit you with the above amount of skr. We would greatly appreciate confirmation of the receipt of the money.

The matter is herewith disposed of except for smaller blocks of subscription privileges which may be taken over later. We wish to express our sincere thanks at this time for your kind assistance, and remain

Most respectfully yours,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: Ilgner signed: Bachem

Copy

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Central Financial Administration, Berlin NW 7

To: Banque de Paris et des Pays-Bas

Paris 3
Rue d'Antin
8 March 1943

60 Financial Secretariat
D.14 B/Koch/384

Purchase of Norsk Hydro Subscription Privileges.

With further reference to the previous correspondence with you and particularly to your letter of 28 December 1942, some time ago we received from the Aerobank, Paris, through the Bank der Deutschen Luftfahrt AG, Berlin, a rather large number of documents dealing with individual cases for the retrospective payment for subscription privileges for new Norsk Hydro shares. We have checked the individual cases and in so doing have liberally interpreted the agreement made between yourselves and us as to which subscription privileges which have been offered late should still be taken over. Unfortunately we ourselves were still not in a position, in view of all the circumstances surrounding the individual cases and even with the widest interpretation of the agreement made, to meet all requests for retrospective payment. We have sent the Aerobank, Paris, corresponding information. We assume you have meanwhile received the documents and notice of our opinion. We believe that you will agree with us that our decision fully meets your desires in view of the existing circumstances.

Most respectfully,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: V. Abel signed: I.V. Bachem

COPY

BANQUE DE PARIS & DES PAYS-BAS
Societe Anonyme

Paris, 15 April 1943
3 Rue D'Antin

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Unter den Linden 82

BERLIN NW 7

The Financial Secretariat

Reference No. 60

Gentlemen;

We were happy to receive your letter of 8 March 1943 relative to the repurchase of the Norsk privileges from Azote.

Meanwhile we have been informed by the Aerobank concerning the blocks of shares on which favorable action could be taken, and we should be glad if you would be kind enough to examine them, extending, in so far as you consider it possible, the agreement which we made with the Bank der Deutschen Luftfahrt.

Yours faithfully

BANQUE DE PARIS & DES PAYS-BAS
(2 Signatures illegible)

EXCERPT

FROM ILGNER DOCUMENT No. 193,
Affidavit by Dr. Wilhelm Meschel, dated 19 March 1948

(P. 6 of the affidavit)

.....

When Dr. Aubert's successor, Herr Eriksen, was arrested too I immediately protested verbally and in writing, but unfortunately without success in this case. I know that particularly Dr. Ilgner then tried to obtain his release, but ultimately also unfortunately without success. I received no explanation from the German offices concerning the real reason for the arrest of Herr Eriksen; I can only presume that it may have been carried through the Reich Kommissar because Herr Eriksen, like many other N.H. men, made no secret of his manifest repudiation of the Quisling government.

.....

(P. 7-8 of the affidavit)

.....

After Herr Eriksen, the director general of V.H. had been arrested and taken to the prisoners of war camp, a Norwegian of the former N.H. administration who had good connections with the German Reich Kommissar for Norway - Terboven, informed me one day that the Reich Kommissar had besought him to try to fill the position of director general of N.H. which was left vacant by the arrest of Herr Eriksen. I urgently advised the gentlemen not to take the position, pointing out that it was most indecent in my opinion to take advantage of the arrest of Herr Eriksen in this way.

- 2 -

The attitude I assumed was also approved by the other men of I.G. I have heard that particularly Dr. Ilgner also made serious representations in this respect to the Norwegian concerned.

.....

I hereby certify that the above excerpt from the affidavit of Dr. Wilhelm Meschel, Jugenheim an der Bergstrasse, Hauptstrasse 104, is a true and correct copy of the original.

Muornberg, 26 April 1948

Dr. Walter Boehm
Assistant Defense Counsel

DOCUMENT BOOK XII B ILGNER
EXHIBIT No.

EXCERPT

from the Ilgner Document 194,
Affidavit by Julius Franz, of 12 March 1948

-.--.-.-.-

Page 10 of the affidavit

.

Question 20:

Do you know why Herr Bjarne Eriksen, the General Director of Norsk Hydro, was arrested in the summer of 1943, shortly after his appointment as General Director of Norsk Hydro, and taken to a prisoner-of-war camp in Germany?

Answer:

Formally it was probably because of the regulations of the official German offices, whereby Norwegian reserve officers were to be taken as prisoners of war. For the Reichskommissar of Norway these regulations offered a welcome opportunity to prevent Herr Eriksen (who like the entire administration of Norsk Hydro, was known to oppose Quisling) for carrying out his functions as General Director of Norsk Hydro.

Question 21:

At whose wish was Herr Eriksen appointed General Director of Norsk Hydro in 1943?

Answer:

To my knowledge at the wish of the administration of the Norsk Hydro itself, which was supported in this by the I.G., even in opposition to the dissenting voice of the Reichskommissar. The Styre of Norsk Hydro approved this joint proposal of the Norwegian administration and the I.G.

- 2 -

Question 22:

Do you know whether, after the arrest of Herr Eriksen, the Reichskommissar tried to install a person acceptable to him as General Director at the Norsk Hydro?

Answer:

Yes. I learned that he tried, in fact, to have this position filled by a Norwegian who^{is} trusted; this was the same man whom the Reichskommissar had already tried previously to make the General Director of the Norsk Hydro.

Question 23:

What attitude did the Norsk Hydro and the I.G. take toward this?

Answer:

The Norsk Hydro refused, because it did not want a confidence man of the Reichskommissar among its leading officials, and the I.G. supported Norsk Hydro in this. I know that Dr. Ilgner in particular made it clear to the Norwegian in question that it would be impossible for him to take this post in the absence of Herr Eriksen, and he advised him in unmistakable terms not to let himself be nominated as a candidate of the Reichskommissar.

Question 24:

Was a new General Director then appointed in place of Herr Eriksen?

Answer:

So far as I know, there was not. Instead, the other directors continued^{to} direct the administration of the Norsk Hydro under the chairmanship of President Professor Bache-Wiig.

- 3 -

Question 25:

Did the I.G. take any steps to have Herr Eriksen released from imprisonment as a prisoner of war?

Answer:

Yes. Dr. Ilgner in particular made extraordinary endeavors to this end. In view of the hostile attitude of the Reichskommissar Dr. Ilgner unquestionably put himself in a very precarious position through his many endeavors in this respect. Since Herr Eriksen could not return to Norway for the time being without endangering his own person because of this attitude of the Reichskommissar toward him, Dr. Ilgner even made an apartment available to him in the emergency location of his plant in Bugk near Berlin.

.

I hereby certify and attest that the above excerpt from the affidavit of Herr Julius Franz, at present at the Palace of Justice, Nuernberg, agrees word for word with the original.

Nuernberg, 26 April 1948

(signed) Dr. Walter Bachem
Defense Counsel Assistant.

- 25 -

EXCERPT

from the Ilgner Document 196,
Affidavit by Gerhard BERGHOLD, of 22 March 1948

- - - -

Pages 7 - 8 of the affidavit.

.....

I know that Herr Bjarne Eriksen severely disapproved of Quisling and that he also gave unmistakable expression to his attitude toward Quisling and his Party to Otte, the Director of the Main Department for Political Economy. Consequently, Terboven was hostile toward Eriksen. Nevertheless, the I.G. Farben supported in every way the appointment of Eriksen as successor of Dr. Lubert as the General Director of Norsk Hydro. To my knowledge of the situation, a decisive factor in the arrest of Eriksen, in addition to his known opposition to Quisling, was a letter that he had addressed to the Vorstand or to the Aufsichtsrat of the Norsk Hydro in which he recommended that the production of heavy water at Norsk Hydro be discontinued, in order to ward off the danger of an Allied bombing raid on the Works. In this connection I would like to mention that the Wehrmacht committed Eriksen to detention as a prisoner of war only to prevent his being arrested by the Gestapo at the order of Terboven. I was personally present when Dr. Ilgner time and again appealed so energetically and cleverly to Otte for the release of Eriksen, that Otte himself was ready to recommend his release. To my knowledge, the release was prevented because of certain conditions stipulated by Terboven.

.....

I hereby certify and attest that the above excerpt from the affidavit of Gerhard BERGHOLD, Hallein near Salzburg, Burgfried 45, agrees word for word with the original.

Nuernberg, 26 April 1948

(signed): Dr. Walter Bachem
Defense Counsel Assistant.

Copy. I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Central Finance Administration

Berlin NW 7

Bank der Deutschen Luftfahrt
Aktiengesellschaft
Attention of Director Rudolf

B e r l i n C.2

Werderstr. 7

D 14

8 March 1944

Norsk Hydro-Elektrisk
Kvaelstofaktieselskab, Notodden.

We refer to the conference held between Director Rudolf and the undersigned a short time ago and inform you again for correctness sake of the personnel changes within the Norsk Hydro:

1) Styre.

Professor Bache-Wiig has been chosen to succeed Fr. Aubert, deceased, the former chairman of the Styre. Accordingly, the Styre will be composed for the present as follows:

Bache-Wiig	chairman
Moreau	vice-chairman
Gheimrat Schmitz	
Dr. Oster	
von der Bey	
Eriksen	
Librette.	

The original plan to enlarge the Styre to ten members by adding another Norwegian (Fearnley), Wallenberg, and the undersigned (left);

is being held in abeyance pending the return to Oslo of General Director Erikson. As we informed you, this was the desire both of the Norwegian gentlemen and of Herr Wallenberg.

Herr Fearnley said that on principle he was willing to accept the position offered to him of chairman of the Styre, but he begged to decline the nomination for the time being because he is seriously ill at present. It has been arranged with both Herr Fearnley and Professor Bache-Wiig that after Herr Fearnley's recuperation he will either resign from the Styre or, upon the return of General Director Eriksen, remain in the Styre as the second Norwegian.

2.) Work Committee of the Styre.

In order to ensure that those activities for which the General Director is competent will be properly taken care of during General Director Eriksen's absence, a work committee has been formed in unanimous agreement, comprising Professor Bache-Wiig and Herr Von der Bey. The administrative Directorate of the Company is to submit to this Work Committee for decision all questions that fall within the competency of the General Director.

3.) Administrative Directorate.

The current affairs of the Company are managed by the administrative Directorate. The following persons are members of

the Direktionsrat (Board of Directors
Kjelland (technician)
Meinich-Olsen, (legal and financial expert)
Lose (commercial expert)
and Foss (chemist
for his special field.

The members of the Direktionsrat are to settle in joint discussion all the regular business affairs of the Norsk Hydro and they are to submit to the afore-mentioned Work Committee of the Styre all questions that belong to the General Director's sphere of competency. Further, every member of the Direktionsrat may approach the Work Committee of the Styre in his own right. Herr Kjelland, who is the chairman at the sessions of the Direktionsrat, is required to submit to the Work Committee of the Styre, i.e. to both of the two members, a short written report every week on the discussions of the Direktionsrat.

Heil Hitler!

I.G. FARBE INDUSTRIE AKTIEGESELLSCHAFT
(Signed): Ilgner (Signed): Bachem, per
procurator

AFFIDAVIT

I, Peter Kronmueller, salaried employee of the I.G. Control Office in Frankfurt on the Main, and Director of the Central Archives in Frankfurt a.M.-Griesheim, residing at Lersnerstrasse 31, Frankfurt on the Main, having first been warned that I shall render myself

DOCUMENT BOOK XII B ILGNER No. 251
EXHIBIT No.

liable to punishment if I make a false affidavit,
hereby testify and declare that my affidavit is the
truth and that it is to be submitted as evidence
to Military Tribunal VI in the Palace of Justice,
Nuremberg, Germany.

I declare the following on oath: The above
and overleaf copy conforms with the document in the
Records Building of the I.G. Control Office in
Frankfurt a.M.-Griesheim.

Frankfurt a.M. -Griesheim, 18 February 1948

(Signed): Peter Kronmueller

I, Dr. Walter Bachem, hereby certify and attest
the above signature of Herr Peter Kronmueller,
residing at Lersnerstrasse 31, Frankfurt on the Main,
whose identity I established.

Frankfurt a.M. 18 February 1948

(Signed): Dr. Walter Bachem

Generaldirektor ERIKSEN

at present at Schildberg
14 January 1944

(stamp: OSTER
24 January 1944)

Dear Mr. OSTER,

I am writing to you with permission of the German authorities. After thinking over the situation, I think it expedient to suggest that, if necessary, you inform the gentlemen who are being considered for nomination to the Norsk Hydro Vorstand that I shall esteem it a personal favor if they accept the nomination. I assume that a personal message of mine would tend to dispel any misgivings or scruples the gentlemen might have owing to the present political situation in Norway or the fact of my being a prisoner of war.

In this connection I might point out that, if you thought it expedient, Professor BACHE-WIG might possibly make his nomination to the Vorstand contingent upon my release from captivity. Professor BACHE-WIG is well known to the Reich Commissioner and to Senator OTTE.

After your visit I feel that I have good grounds for feeling very hopeful, especially as regards my discharge, and I assume that after your and/or Mr. ILGNER's consultation in Oslo there will be no further impediments. I trust that this period of impatient waiting on my part will soon be over.

DOCUMENT BOOK XII ILGNER No.
Exhibit No.

May I ask you once again to convey my best regards to my wife and
daughters.

With best wishes to you and Mrs. OSTER

Yours

signed: Bjarne ERIKSEN

Certified true and correct copy of the above document.

Muernberg, 5 March 1948.

Helmuth LENZE
Attorney-at-Law.

Excerpt from the Oster Document No. 49

.....

Norsk Hydro Elektrisk Kvaestofaktjeselskab

Generaldirektoren

OSLO

As requested, we hereby certify that our company through Stickstoff-Syndikat G.m.b.H., Berlin, has had business connections with Dr. d. Oster since 1927.

Immediately after the occupation of Norway Dr. Oster hastened to Norway in order to assist Norsk Hydro and its direction with the intention of protecting the company against German interference in its activities, and, at the same time, to avoid the intervention of our own Norwegian Nazi authorities in the internal affairs of the concern. This was successful, and the importance hereof cannot be overestimated.

During the whole of the occupation, Dr. Oster continued his endeavours in this respect, not least against Terboven and the RIKKkommissariat, and the Hydro concern and its leaders are greatly indebted to Dr. Oster.

Oslo, the 28th January, 1947

(sgd.) Ljarne Eriksen

Certified true and correct copy of the above document,

Helmut H e n z e
Attorney-at-Law

Muenberg, 9 March 1948.

NORSK-HYDRO-ELEKTRISK KVÆLSTOFANSTIELSELSKAB

GENERALIDIREKTØREN

Oslo, 12th November 1946

In accordance with Mrs. . . Ilgner's request, I beg to
advise :

I was a prisoner in Germany from September 1943 until April 1945 -
from what I learnt later, ordered by "Reichskommissar" Terboven.
During that time, Mr. Max Ilgner strove hard to get me released.

I can further advise that Mr. Ilgner, before I was imprisoned,
was very ready to listen to my requests for assistance in
getting set free Norwegian colleagues and friends who had been
imprisoned by the Gestapo and, in any case, in one instance, when
a brother-in-law of mine had been imprisoned, it was due to Mr.
Ilgner's energetic intervention that he was released.

Sd / Bjarne Bråksen

Norsk Hydro-Elektrisk Kvaestofaktieselskab

Generaldirektoren

Oslo, 23 February 1948

Dr. Walter Vinassa,
Bollwerk 19,
B e r n / ~~Switzerland~~

Dear Sir,

Referring to your letter of 30th ult. I hereby beg to inform you that I, since writing you about Dr. Oster, have been visited by Mr. Newman as representative for the Prosecution in the case mentioned, and that I have given Mr. Newman information about what I know of the foundation of A/S Nordisk Lettmetall, capital expansion in Hydro etc..

Owing to these circumstances I think it is correct at present not to reply to different questions from another source, as I take it, that provided some expressions from me on request should be of any interest, there will be given an opportunity for these questions either verbally or by letter, provided the questions concerned are brought forward by the Prosecution during the case at all.

Yours faithfully,
signed: Bjarno Eriksen.

Thomas Fearnley

23, Kachusgaten
O s l o

24th February, 1948

TF/ME

Mr. Walter Vinassa,
Kollwerk 19

B E R N
- - - - -

Dear Sir,

On my return from abroad some days ago I received your letter of 7th inst., addressed to the care of Norsk Hydro A/S. Since my return I have been indisposed and have therefore been unable to reply earlier.

In note contents of your letter to Mr. Bjørn Eriksen, General Director of Norsk Hydro and have been informed of this reply to same.

As I have given testimony to the Authorities in Norway in connection with their investigation of the hydro case, I find that I cannot give such testimony as you require.

I consider that the best procedure for you would be to communicate in writing with Høiesterettsadvokat Otto Wiersholm, Torvet 9, Oslo, who is in charge of the investigation on behalf of the Norwegian Authorities, and ask him for a copy of the testimony which I have already given, as mentioned above.

Yours truly,

Sd / Thomas Fearnley

*Supreme
Case 6*

ILGNER DOCUMENT

Tribunal VI

Case 6

Supplement

to

Document Books XIIA and XIIB

for Dr. Max Ilgner

To be filed separately after vol. III B

The attached documents Nos. 260 to 264 are to be inserted in the following order:

- Doc.Nr. 260 in vol. XIIA under figure I following doc. 196
- Doc.Nr. 261 in vol. XIIA under figure II, 2 before doc. 206
- Doc.Br. 262 in vol. XIIA under figure II, 2 after doc. 206
- Doc.Nr. 263 in vol. XIIA under figure II, 3 before doc. 208
- Doc.Nr. 264 in vol. XIIB under figure II, 6 before excerpt from doc. 196

Lang



Copy_Rwd.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (Handwritten
Berlin NW 7, Unter den Linden 82. NI-13194

6 May 1941

Ke/Xsch

To the
Norsk Hydro-Elektrisk Kvaelstofaktieselskab,

O s l o .
Solligatan 7.

By Air Mail.

Re: Foundation of the Nordisk Lettmetall A/S.

As we already informed you on the occasion of the recent visit by our gentlemen in Oslo, the undersigned (right) on his last visit to Paris told the gentlemen of the Banque de Paris et des Pays-Bas of your wish, to have a formal declaration of agreement to the planned foundation of the Nordisk Lettmetall A-S from the French members of the Verwaltungsrat and the Aufsichtsrat of your company. Through the mediation of our financial advisor in Paris, Monsieur Raindre, we have received the letter to President Wallenberg, a copy of which is attached with the request to forward same, in which the French gentlemen give their consent.

Yours faithfully

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: Frank Fahlc signed: Kersten

Enclosure.

- 2 -

Copy

(handwritten; NI-13194)

-2-

Banque de Paris et des
Pays-Bas

Paris, 26 April 1941
No. 3, Rue d'Antin

Mr. Marcus Wallenberg

President of the Administrative Council
of Société Norvégienne de l'Azote,
et des Forces Hydro-Electriques

Reference No. 60

Dear Mr. Wallenberg:

Pursuant to the conversations we had with you in March we take pleasure, as members of the Administrative Council and as President of the Aufsichtsrat of Société Norvégienne de l'Azote to confirm to you our agreement on the formation of a new company which is to serve the purpose of manufacturing Aluminum and various other products and on the subscription by Société Norvégienne de l'Azote to a participation of approximately 33% in the capital of this new company.

We also confirm the approval of Mr. Wibratte, who is at present not in Paris.

We are, dear Mr. Wallenberg,

Very truly Yours,

signed: Couture

signed: Moreau

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ILGNER DOCUMENT No. 260
EXHIBIT No. 263

I, Dr. Walter Bachem, Assistant Defense Counsel,
hereby certify, that the above copy corresponds literally
to the photostatic copy, which is in the prosecution
document room 316 in the Palace of Justice.

Nuernberg, 7 May 1948

(Assistant Defense Counsel)

By Air Mail.

Herrn Dr. Kersten,
I.G. Finance Administration,
Unter den Linden 82

(handwritten: NI-13207)

- 1 -

B e r l i n N.W. 7.

Bj.E./HWL.

3 April 1941.

I refer to our various telephone conversations during the last few days and I am delighted to learn that the various divided interests seem now to agree on the fact that the planned increase in capital in Hydro according to the principles which we agreed on during our talks in Oslo and Berlin, is to be effected, - and that now there remains only the question of the eventual purchase of subscription rights by various groups of shareholders in favor of other groups.

As we, agreed during one of our telephone conversations this question is a matter which does not concern the Vorstand or the company as such - and the negotiations which you will conduct on this question during the next few days in Paris would, therefore, not occasion any postponement of the share-increase.

As we agreed yesterday by telephone, I am forwarding you, enclosed:

1. Draft of the invitation to an extraordinary general meeting.

- 2 -

2. Draft for the decision on the increase of capital in the extraordinary general meeting,
3. Draft for the subscription prospectus.

Dr. Aubert requests that you be good enough to present these drafts to Geheimrat Schmitz and Dr. Oster and if the two gentlemen approve the contents thereof, it would be desirable, as I already told you today over the telephone, for you to take them on your projected journey to Paris and to obtain also the agreement of Moreau and Wibratte - and perhaps also that of Couture.

I repeat, however, - as already stressed during our telephone conversations - that for effecting the increase in capital it is not necessary that the two last mentioned gentlemen of the Vorstand and Aufsichtsrat give their consent, but for easily understood reasons we attach nevertheless great importance to obtaining a unanimous resolution. As you will have understood from our talks in Berlin and Paris, our president Herr Wallenberg will, of course, also attach great importance to such unanimity. I also assume that the 2 German members of the Vorstand will be of the same opinion.

With regard to the extraordinary general meeting I should like to record the fact, that we assume that the 25% of our share capital which was formerly owned by the I.G. will be represented at the general meeting. In order to

- 6 -

- 3 -

form a quorum at a general meeting, it is necessary for at least 25% of the share capital to be represented and, since, as is well-known, the part of the share capital in Norwegian hands is unfortunately relatively insignificant and it would be difficult for that part of the shares which is in other than Norwegian, German or Germans-controlled hands to be represented, it will probably be necessary - in order to form a general meeting constituting a quorum at all - for the above mentioned 25% to be represented. This of course can be done, as usual, by authorization from the other shareholders.

As far as the share increase itself is concerned I assume that you will notify us as soon as possible of the result of your negotiations in Paris. Meanwhile I repeat, for safety's sake, how the share increase should be effected in accordance with our discussion in Oslo and Berlin and later telephone conversations:

1. The 43.05% which, according to article 15, antepenultimate paragraph, of the charter are to be made available to the Vorstand, in order to be used by same in the best interests of the company - one third is to be made available by the Vorstand, with the agreement of the Aufsichtsrat, to each member of a group consisting of I.G., Nordag and a Norwegian group.

If such a prior allocation of 43.05% is found to be justified in spite of the new shares being issued at their nominal value

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- 4 -

(but entitled to dividends only as from 1943/44) and the value of the shares today amounts in Norway to about 200% and in France to about 140%, - this is caused by the new assets which will accrue to the company as a result of the cooperation in important new industrial fields which has been established, in connection with the capital increase, between Hydro, IG and Nerdag.

2. The remaining 56.95% are to be offered to the old shareholders, as well as to the owners of the founder and subscription certificates not yet redeemed - see article 15, 1) and 2) of the charter. At the last capital increase in 1930 these certificate owners subscribed about 3% of the new capital.

In order to avoid that the owners of these certificates subscribe to a larger share during the coming capital increase we have proposed, that the general meeting place at the disposal of the Vorstand the founder and subscription certificates (compare footnote to article 15) purchased by the company. On the other hand, however, it is imperative that the Vorstand should not use this right longer than is necessary to guarantee the 43.05% for the group mentioned above under 1).

In this way about 50% of the capital increase will be available to the old shareholders - and the latter, therefore, obtain the right to subscribe to one share for every four shares they own. (Preference shares and ordinary shares equally.)

- 8 -

- 5 -

Should one or the other of the sharegroups be prepared to sell their subscription rights to another group, this, as mentioned above, does not concern the company.

- 3) That part of the capital increase - above the 43.05% mentioned under 1) - which is not taken over by the owners of certificates and old shareholders is to be divided between IG, Nordag and the Norwegian group, each receiving one third.

- - - - -

With reference to the above statements I request you to request the IG to confirm to the Norsk Hydro:

- a) that the 25% formerly owned by the IG, can be represented at the forthcoming extraordinary general meeting;
- b) that the 25% from the futur capital increase will make use of their subscription rights, either themselves or through others - (1 share for every 4 shares owned by them).
- c) that IG and Nordag guarantee to take over one third each of the shares allotted to them in accordance with the principles mentioned under 1) and 3).

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- 6 -

On the other hand we must ensure that the Norwegian group will be guaranteed to take over the third falling to them. However, it is, of course of interest to us to know as soon as possible what amount might fall to the Norwegian group - according to article 3 above - and because this, i.e., depends on the result of the negotiations you will conduct in Paris, we would be obliged if you would report on this subject at an early date.

One should be on the safe side, if one reckons that at least 50% of the old shareholders, except the 25% originally owned by the IG, will make use of their subscription rights either directly or indirectly. In this case the Norwegian group would get at the most 20% of the capital increase - i.e., about 10 million Kroner.

- - - - -

As a matter of form I should like to draw your attention to the fact that, in accordance with article 38 of the charter, the invitations to the general meeting must be issued 15 days prior to the meeting by advertisements in one Norwegian, one Swedish and one Parisian Newspaper. In order that there should be no formal mistakes connected with the extraordinary general meeting, it would be desirable for you to arrange for the insertion of such an advertisement, as usual, in a Parisian paper.

- 10 -

- 7 -

Should your visit to Paris reach an agreement with Paribas during your coming, ~~I assume that~~ Paribas, who otherwise used to undertake the arrangement of these invitations for us will take the necessary steps. Should he not do so, I suppose that the IG's office in Paris can settle the matter. In that case the invitation will be published in accordance with the attached draft - provided that Geheimrat Schmitz and Mr. Oster have ^{no} objections - and furthermore with your assistance, we shall be able to inform the Paribas or possibly the I.G. office in Paris of the dates still lacking in the invitation (the date of the general meeting and the final date for the deposit of the shares).

Further I should not like to neglect drawing your attention to the fact that the German text of the invitation to the general meeting, which is a translation of the Norwegian text to be published in Oslo and Stockholm, is worded somewhat differently than the French one to be published in Paris. In the last named it is stated that the owner-shares may also be deposited in Paris, Geneva and Brussels, in addition to Oslo and Stockholm. To what extent this will be of practical importance in the existing circumstances is a matter of conjecture; but we should like to have the same form of the invitation, as that used for the ordinary general meeting in November 1940 which latter was, as you know, published with the help of the IG in Paris.

In order to assist you in your talks with Geheimrat Schmitz and Mr. Oster I attach 2 copies of this

- 11 -

4 B -

letter, plus inclosures.

Yours truly

signed: Bjarne Eriksen

3 enclosures.

Two copies with enclosures.

I, Dr. Walter B a c h e m , Assistant Defense Counsel,
hereby certify that the above corresponds literally to the
photostatic copy which is in prosecution document room
316 in the Palace of Justice.

Nuremberg,
8 May 1948.

signed: Dr. Walter B a c h e m
(Assistant Defense Counsel)

EXCERPT FROM TELEGRAM d446d 29 April 1948

AZOTE for Meinich-Olsen

O 8 1 0

Reference letter of presiding judge Military Tribunal VI
Nuernberg addressed to Hydre management ask you courtesy
to send following information from your files quote

Second when was increase of capital considered by Hydre
management first time

third when did Hydre first time inform Parisbas that
extraordinary general meeting was expected to take place
30 June 1941

.....

fifth who represented voting rights of IG and IG chemie
shares in general meeting 30 June 1941

sixth when and which way was consent by Moreau Oster
Schmitz and Wibrette regarding increase of Hydre capital
sent to management Oslo

.....
endquote

please send answer first by telegram to Major Schaefer
Defense Center Palace of Justice Nuernberg Germany second
by airmail as sworn affidavit

to

Walter Bachem Kernstrasse 3 Nuernberg

04

DEUTSCHE POST

Telegram

4 Oslo 541 248/241 5 142 HMB =

Received: 6 May 1948
1200 hours

Nuernberg Office

Major Schaefer Defense Center Palace of Justice
Nuernberg Germany

Your telegram 29th ult step according our files can reply as follows second increase of capital considered first time by hydro management in February /March 1941 in Oslo and Berlin and immediately afterwards 14th March in Paris third in telephone conversation with I G Farben Kersten 6th June 1941 and I G Farbens telegram 7th June to Parisbas advice given of extraordinary general meeting 30th June

.....fifth Dr. Aubert represented Amsterdamsche Bank and I G Chemie at general meeting 30th June 1941 sixth in minutes of board-meeting 19th June 1941 worded by Dr. Aubert following resolution regarding capital increase is contained based on verbal negotiations with all board members who have all declared themselves agreeable to the undermentioned increase of the company's share capital the board made the following resolution step implementation of capital increase consented telegraphically by Schmitz 30th July Oster 26 July and French board members 1 August via I G Farben Berlin

Azote

ILGNER DOCUMENT No. 262
EXHIBIT No. 261

I, Dr. Walter Bachem, Assistant Defense Counsel,
heroby certify that the above excerpts from the telegram
of the defense to Norsk Hydro dated 29 April and of the
Norsk Hydro to Major Schaefer Defense Center of 4 May
are true excerpts of the copy i.e. the original with
the defense. In the excerpt copy of the telegram of the
Norsk Hydro obvious transmission mistakes (leaving out
and transposing of letters) have been corrected.

Nuremberg,
8 May 1948

(Assistant Defense Counsel)

12 May 1941

To

Geheimrat Dr. H. Schmitz
Unter den Linden 82
BERLIN NW 7.

Dear Herr Schmitz,

I herewith confirm a proposal submitted to the Vorstand regarding Norsk Hydro's participation in Nordisk Lettmetall A/S and the contracts which are to be concluded between our company and Nordisk Lettmetall A/S and other companies on the construction of the large new factories in Eidanger.

As I consider it risky to send this document in the usual way through the mail under present conditions, I have arranged with Director Pilling to have these documents sent as courier mail through the local German Chamber of Commerce.

I am, therefore, also sending the proposals for Dr. Oster and for Herren Moreau and Wibratto at the same time. Would you be kind enough to have these proposals sent on to Paris by some safe means?

With kind regards

Yours

AXEL

AUBERT.

Enclosures

DOCUMENT ILGNER No. 263
EXHIBIT No. 265

I, Dr. Walter Sachse, Assistant Defense Counsel,
confirm that the above copy conforms to the photostatic
copy which is in prosecution document room 316 of the
Palace of Justice.

Munich,
8 May 1948

(Assistant Defense Counsel)

GERMAN VERRECHNUNGSKASSE (CLEARING BANK) - Main Department

No. 459 DVK (1) Berlin C.2, 24 February 1948
Bruederstr. 34/38
Please quote Post Box - Telegram address:
above number and Verrechka Berlin
letter in your Telephone 51 53 51
reply.

Herrn
Dr. Robert Nath
Attorney at Law,
Defense Counsel with
the American Military
Tribunal at Nurenberg,

(13a) Nurenberg
Rothenburgerstrasse 50

We acknowledge receipt of your letter of 14 February 1948 and reply as follows:

We note from your letter that it is a question of French shareholders exercising a subscription rights in Norway. From the financial point of view, therefore, it was purely a transfer of capital.

Under the provisions of all international payment regulations, however, such capital investments were in principle not permitted. They could be effected in exceptional cases when the offices in charge authorized them as being in the interests of the national economy of both countries. But generally it may be said, that such authorizations were only very rarely given.

- 2 -

In the above case, therefore, the German military governments in France and in Norway would have first to have reached an agreement to the effect that this payment from France to Norway ^{was} desirable. However, the opinion of the Reich Economy Minister in Berlin would have been decisive because the facilities provided in the course of these mansided clearing arrangements were to be used above all for the merchandise transactions to ameliorate the supply position in the occupied territories. Further it would have been examined whether this exercising of this subscription privilege i.e. the increase ^{of} French capital in Norway would have been in Germany's interest. We doubt, in view of the general directives for economic policy in the occupied territories, whether any German office would have replied to this question in the affirmative.

We do not believe, therefore, that in 1941 and 42 there was any possibility of French nationals transferring amounts from France to Norway by way of the mansided clearing transactions for the purpose of exercising this subscription privilege.

Yours truly

DEUTSCHE VERRECHNUNGSKASSE

ZG/Alb. Signed: Signature signed: Signature

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ILGNER DOCUMENT No. 264
EXHIBIT No. 262

I, Dr. Walter Bachem, Assistant Defense Counsel,
hereby certify that the above ^{copy} of the letter by the
Deutsche Verrechnungskasse dated 24 February 1948
to Attorney at Law Dr. Herbert Nath conforms literal-
ly to the original letter.

Nuremberg,

8 May 1948

(Signed): Dr. Walter Bachem

(Assistant Defense Counsel)

ILGNER DOCUMENT

CERTIFICATE OF TRANSLATION

13 May 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Ilgner 260-264.

JOHN FOSBERRY,
No. 20179.

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Roll 87

Target 2

Jaehne

1-3

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Case 6
Defense

Military Tribunal No. VI

- Case 6 -

DOCUMENT BOOK I

for

Friedrich Jaehne

Submitted by

Dr. Hans Pribilla

Attorney-at-Law

Lang



Case 6
Defense

Military Tribunal No. VI

- Case 6 -

DOCUMENT BOOK I

for

Friedrich Jaehne

Submitted by

Dr. Hans Pribilla

Attorney-at-Law

Lang



Index

to

Jaehne Document Book I

Exh. No.	Doc. No.	Document	Page
1		Affidavit by Eugen Helfrich, acting mayor of Frankfurt/Main, dated 4 February 1948.	
		Jaehne rejected the Nazi Ideology, and made no bones about it. He informed Helfrich that he protected members of the staff of his plant who were persecuted by the Party. His radical opposition to the Party was a well-known fact in the plant. He became a member of the Party only in the interests of the plant and of his employees, in order that he might protect them from persecution.	1 - 3
2		Affidavit by Director Rudolf Wucherer, dated 20 September 1947. Wucherer has known Jaehne since 1932. An employee of the I.G. in Paris had made himself unpopular by spreading Nazi propoganda. When the Vereinigte Sauerstoffwerke was required to employ the man, Jaehne spoke decidedly against his being engaged.	4 - 6
3		Affidavit by Engineer Otto Lockhardt dated 7 January 1948. Jaehne kept aloof from the program of the NSDAP. He never gave the Heil Hitler greeting. He did not conclude the inevitable ceremonial speeches with the required Sieg Heil, a fact which caused a sensation on several occasions. The Party prevented him from receiving the honorary title of Doctor on the occasion of his 60th birthday. He undertook honorary duties in order to prevent the Party from exercising its influence on industry. He joined the Party solely in the interests of the plant. By his intervention he protected several persons from dismissal and removal to a concentration camp and was constantly protecting Engineer Humann, who was a well-known opponent of Nazism, from persecution.	7 - 9

Exh. No.	Doc. No.	Document	Page
4		Affidavit by Foreman Alois Erisbois, dated 7 January 1948. Contrary to the policy of the Labor Front, Jaehne retained non-Party members as Chief and first foreman of the Apprentice Work Shop, as long as this course was at all possible, pursuing it particularly in connection with Erisbois who was delegate of the Zentrum Party in the Hoechst Town Council. Jaehne's conduct as a whole, as for example his failure to give the German greeting, preferential treatment of non-Party members etc., made it apparent that he was not a National Socialist.	10 - 11
5		Affidavit by Dipl. Ing. Veith, dated 13 February 1948. Veith was Chief of the Hoechst Training Center. Jaehne demanded that the organization of the Training School be based on purely technical and not on political factors and sanctioned a negative attitude towards Labor Front and Party measures. Jaehne retained Veith, despite the demands of the Party that he should be removed. When the Party finally had Veith removed from his position, Jaehne intervened on his behalf and secured a pension for him.	12 - 13
6		Affidavit by Dipl. Ing. Dr. Siegfried Kiesskalt, dated 29 January 1948. During conferences, Jaehne took a delight in making sarcastic remarks about the Party and its policy. In the matter of promotion to the post of Chief Engineer and Department Chief, Jaehne gave preference to Humann who was known to be an anti-National Socialist. He also promoted other people who were offenders under the Nuremberg Laws (Nuerberger Gesetze), e.g. Popp, who was partly Jewish.	14 - 17

Exh. No.	Doc. No.	Document	Page
7		Affidavit by Dipl. Ing. Karl Speidel, dated 7 January 1948. Jaehne repeatedly expressed his antagonism to the Party and declined to give the German greeting. When, towards the end of the war, preparations were being made for the paralysing of key-points of industry, the non-observance of instructions for which could have involved the severest of punishments, Jaehne openly issued instructions that as little as possible was to be done.	18 - 19
8		Affidavit by Dipl. Ing. Heinrich Humann, dated 26 January 1948. Humann was known to be an opponent of National Socialism, but was nevertheless made Chief Engineer by Jaehne, and thus given preference over a Party member. Towards the end of the war, Jaehne expressed the opinion to the Gauleiter, that it would be futile to defend Germany. This took place at a time when lack of the will to resist led, in certain circumstances, to the gallows.	20 - 21
9		Affidavit by Dr. Fritz Bachran, Chemist, dated 7 January 1948. GW 1 is a code name for laughing gas. Smoke-producing acid was produced at Hoechst as early as the First World War. It was not until 1942 that the existing plants had to be extended in order to render possible an increase in production.	22 - 23
10		Affidavit by Dr. Heinrich Grouno, Chemist, dated 7 January 1948. Tutogene is a fire-extinguishing agent. Glycerogene was developed as a substitute for Glycerine, for peace-time purposes, especially for use in printing-works. Hexogen has been known since 1899. In 1935, a new production process was developed. This, however, was superseded at a later date by a new process. Professor Leutenschlaeger was not yet Works Manager at the time when the process was developed, and therefore had no influence on this work.	24 - 27

Exh.No.	Doc. No.	Document	Page
11		Affidavit by Professor Conte Grottnelli, dated 5 January 1948. During the period from 1928 to 1931, the Italian Dynamit Nobel developed a process for the production of Hexogen. Production commenced in the middle of March 1936, the Hexogen being produced for civilian consumption.	28-33
12		Affidavit by Dr. Ernst Engelbertz, dated 13 February 1948. Dinitrobenzene cannot be used as an explosive. The Reich authorities for the Supervision of Industry (Reichsgewerbeaufsichtsbueroerde) decided that, as a precautionary measure, it should be regarded as an explosive as far as the question of accident prevention was concerned, but that the security regulations were to be considerably modified. Prisoners of war were not employed on the production of dinitrobenzene at Griesheim.	34 - 35
13		Affidavit by Dr. Ernst Engelbertz, dated 13 February 1948. The Griesheim works had certain commitments to meet in connection with the Mobilization Program. In order to carry out these Mobilization tasks, the works was compelled to employ foreign labor, although this involved considerable difficulties and the risk of sabotage. The intermediates produced in the Chemical factory of the Griesheim works during the war were the same as those produced in peace-time. Some of them, however, were used for different purposes in war-time. The Griesheim-Autogen works also produced essentially the same products during the war as in peace-time. A Betriebsfuhrer who refused to carry out the Mobilization task would have been guilty of sabotage.	36 - 39

Exh. No.	Doc. No.	Document	Page
14		Affidavit by Otto Eckhardt, dated 7 January 1948. The applications for approval of loans for the provision of hutsments for foreign workers were submitted to the Engineering Committee (Teko) only after the Social Committee (Soko) had given its opinion on the necessity for the hutsments. The task of the Engineering Committee was to pass judgment on the practicability of the building plans. Jaehne also accomplished much in the matter of accident prevention among the foreign workers at Hoechst.	40 - 41
15		Affidavit by Dr. Johann Simon, dated 6 January 1948. The foreign workers worked either under individual contracts of employment or under contracts concluded with specific Belgian or French enterprises. Concentration camp prisoners were not employed at Hoechst. The continued employment of foreign workers after the expiry of their contracts in 1944 was based on an order issued by the Labor Allocation authorities. No foreign worker from the Hoechst plant served in the plant's Anti-Aircraft battery. The payment of foreign workers was, in the main, the same as that of German workers. Hoechst did not maintain its own recruitment office abroad. It merely sent out liaison officers whose task was to give information on working conditions at Hoechst.	42 - 45
16		Affidavit by Dr. Franz Spiess, dated 16 January 1948. At the end of 1943, Spiess took over the Social Welfare Department, and was instructed by Lautenschlaeger to effect a progressive improvement in the food and accommodation of the foreign workers. In order to achieve this end, he was to do everything possible, regardless of expense.	46 - 47

Exh. No.	Doc. No.	Document	Page
17		Affidavit by Albert de Vries, dated 6 January 1948. De Vries was in charge of the catering establishments for foreign workers. After the arrival of the Americans the first American Commandant expressed his full appreciation of the good food and accommodation provided for the foreign workers during the war. The kitchens were built on a very large scale and were large enough to cater for 5 times the number of workers there. Food was cooked separately for the various nations. When the management of the Hoechst catering establishments was transferred to de Vries, Professor Lautenschlaeger said to him: "You can have all the money you require. Buy whatever you can; expense is no object. If these people are to work for us, they must be decently fed." Accordingly, large quantities of expensive food-stuffs were bought for the foreign workers in excess of their former allowance. When the Americans came, there were still vast stocks of food. The foreign workers received more than they were due for. A menu of the period indicates the high quality of the food.	48-53
18		Affidavit by Georg Noll, Butcher, dated 22 January 1948. Noll supplied meat to the kitchens for the foreign workers at Hoechst. De Vries always demanded first class meat. He was therefore supplied with the same meat as the German civilian population bought in the shops.	54-55
19		Affidavit by the Russian Alex Snessarew, dated 9 January 1948. Snessarew is a Russian who worked in the Russian works kitchen at Hoechst. The food was adequate and of good quality. The hutments were kept clean and were not surrounded by barbed wire. Medical treatment was good. No Russian prisoners of war ever worked at Hoechst.	58-59

Exh. No.	Doc.No.	Document	Page
20		Affidavit by Dr. Kraemer, dated 9 January 1948. Dr. Kraemer regularly examined the food in the foreign workers' kitchens. It was adequate both in quantity and quality.	60-61
21		Affidavit by Dr. Spiess, dated 16 January 1948. In cases of serious delinquency, foreign workers were to be reported to the Gestapo, by order of the authorities. This happened only in 3 or 4 cases at Hoechst, and then only when all other possibilities had been exhausted. The foreign workers were sent for 3 weeks to a Labor Camp, and then returned. Hoechst never requested any action on the part of the SS against foreign workers who did not return from leave. No branch of the disciplinary labor camps was ever set up at Hoechst. The release of members of the works staff, including foreign workers, for work on the Western defenses was the result of Government instructions.	62-65
22		Affidavit by Peter Kullmann, dated 7 January 1948. Kullmann was Chief of the Hoechst Works Police which guarded the factory. It was not until the end of 1944 that official instructions were issued for the arming of the Works Police with pistols. The pistols were worn only on duty, however, and were not visible. Other guards were on duty in the foreign workers' camps, and not the Works Police. There were no barbed wire fences round the camps. The foreign workers wore badges merely in compliance with an official instruction. This practice quickly went out of use.	66-67
23		Affidavit by Josef Ems, Chief of the Labor Office, dated 9 January 1948. Of the 300 Belgians working at Hoechst, more than 30 were joined by their wives, while two young Belgians were joined by their mothers. The married couples came and went on leave together.	68-69

Exh.No.	Doc.No.	Document	Page
	4	Affidavit by Foreman Alois Brisbois, dated 7 January 1948. Foreign workers were very well treated at Hoechst. The 5 to 12 youths between the ages of 12 and 14 were employed exclusively on very light work, rather as a matter of form, and only at the express wish of their parents.	70-71
	6	Affidavit by Dipl.Ing. Dr.Ing. Siegfried Klosskalt, dated 29 January 1948. Hoechst was most unwilling to take foreign workers, and built camps and organized supplies of food and clothing and recreational activities at great expense.	72-73
	8	Affidavit by Dipl.Ing. Heinrich Humann, dated 26 January 1948. Jaehne always tried to make the life of the foreign workers as pleasant as possible. He carried this policy so far that the German workers protested, because they thought that the food which they received was worse than that given to the foreigners. Eastern workers said that they wished to remain in Germany after the war. Various foreign workers were joined by their wives.	74-76
	24	Affidavit by Dr. Ernst Engelbertz, dated 13 February 1948. Foreign workers were employed in both the Griesheim works. The medical treatment which they received was good. They were given the same food as the German workers. "In fact, the plant management attached the greatest importance to the treatment of the foreigners being identical with that of the Germans, and to ensuring that this treatment was decent, and in conformity with the laws of humanity.	77-79

Document Jaehne No. 1

Exhibit No.

Burgomaster

Eugen HELFRICH

Frankfurt on Main, 4 February 1948
Office: Boelheimer Landstrasse 25
Home Address: Senckenberg-Anlage 16
Telephone: 62041/43
Ext. 2

A F F I D A V I T

I, Eugen Helfrich, Burgomaster of the city of Frankfurt on Main, born 25 May 1894 at Frankfurt on Main, residing in Frankfurt on Main, Senckenberg-Anlage 16, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be produced in evidence before the Military Tribunal No. VI (Case VI) at the Palace of Justice, Nuremberg.

I have known Herr Friedrich JAEHNE for many years and have met him often.

Herr Jaehne was formally a Party member, but his heart never belonged to the NSDAP. He never appeared to be an activist of the Party or of one of its affiliated organizations, nor did he make himself politically conspicuous. From our numerous conversations, some of which were of a political nature, I was time and again able to learn that Herr Jaehne rejected the Nazi ideology in its entirety and expressed his opinion at every opportunity in a way which could not be misunderstood.

I also remember exactly that Herr Jaehne told me repeatedly how he had successfully intervened on behalf of employees of his

Document Jaehne No. 1

Exhibit No.

plant who had been persecuted by the Party or were to be removed from the plant. I also often heard from plant employees whom I know, that Herr Jaehne was known in the plant to be opposed to the Party on principle. His formal membership in the Party was only due to the fact that, in the interest of the plant and its employees, he could not refuse the membership offered to him, as otherwise he would not have been able to protect persecutees any longer. I also remember exactly that he repeatedly told me that at the time when the membership was offered to him, he had made a statement to the effect that he had no intention whatsoever to take any active part in Party matters. As a matter of fact, at no time did I observe anything to the contrary.

I remember exactly that, amongst his acquaintances, he ^{early} already expressed the opinion, based on his knowledge of the technical capacities of America on the one hand and of Germany on the other, that Germany was bound to lose the war.

From my knowledge of Herr Jaehne's entire personality, I should like in summary to state that I consider it impossible that he ever was in an economic respect a supporter of the claims of the Third Reich based on power policy or a contributor to its war potential.

Document Jaehne No. 1

Exhibit No.

I declare on oath that I myself was never a member of the
Party.

signed: Eugen HOLFRICH

The above signature of Eugen Holfrich, signed before me
is hereby certified and attested by me.

Frankfurt on Main, 5 February 1948.

(stamp) signed: WILHELM
Notary

It is hereby certified that the above is a true and correct copy.

Nuremberg, 1 March 1948.

Dr. Hans TRIBILL
Attorney-at-Law

Document Jahne No. 2

Exhibit No.

B. Macherer
Director
Tel.: 79 45 05
Postal Checking Account
Munich 14 647

Munich-Solln, 20 Nov. 1947
Pöossenbacherstr. 7

A F F I D A V I T .

I, Rudolf MACHERER, Munich-Solln, Pöossenbacherstr. 7, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be produced in evidence before the Military Tribunal (Case VI) at the Palace of Justice in Nuremberg.

I made Director Jahne's acquaintance after he had been appointed, about 1932, by the I.G. as a member of the premium which supervised the Vereinigte Sauerstoffwerke, a joint undertaking founded by the I.G. and the Gesellschaft fuer Linde's Bismaschinen. Since 1925, I myself had been entrusted with the same task by the Linde Company. In 1941 Herr Director Jahne became also a member of the Aufsichtsrat of the Linde Company. In the numerous meetings which took place in Berlin, Frankfurt, and Munich, I had the opportunity to make Director Jahne's closer acquaintance and to discuss with him also other topics than business matters. So far as I remember, Herr Director Jahne very early realized that there was a steadily increasing difference between the Party program and its execution. Not only was it possible to discuss with him these things without any fear that he would make improper use of them,

Document Jaehne No. 2

Exhibit No.

but he himself expressed his views on the Party and its leading officials in words which would certainly have resulted in his imprisonment in a concentration camp, had they come to the attention of the Party officials. One case, which I still remember, is typical of his attitude. An I.G. employee in Paris made himself undesirable there by spreading Nazi propaganda and was expelled. A higher official of the I.G. thereupon suggested that this man be hired by the Vereinigte Saurestoff Werke. Herr Direktor Jaehne strongly opposed the employment of this man. By taking this attitude he consciously placed himself, not only in opposition to his firm, but also to the Party.

I have come to know Herr Direktor Jaehne as a perfect gentleman in all circumstances. As time went on, he increasingly disagreed with the measures taken by the Party.

It is absolutely out of the question that Herr Direktor Jaehne knowingly contributed to the preparation for war. From his experiences gained in the first World War, he knew that even to the victor, war is of no real advantage.

I myself have an absolutely clean political record.

I am a member of the Vorstand of the Gesellschaft fuer Lindes Maschinen, Heilbronnstrasse.

Munich-Golln, 1 December 1947.
(Location)

signed: Rudolf LUCHNER
(signature)

Document Roll No. 6372

The above signature of Rudolf Luchner, Director in Munich-

Document Jachno No. 2

Exhibit No.

Solla, Deussenbacherstrasse 7, affixed before the Notary Justizrat
Heinrich Hippler in Munich, is hereby certified and attested by
me. Herr Director Lucherer is known to me, the Notary, personally.

Munich, 1 December 1947
(Place)

the Notary:

signed: Justizrat HIPPLER
(signature)

(rubber stamp) (Justizrat Heinrich Hippler)

Costs Register No. 6372

Fees as per ar. 39 RM 4.--

Turn-over tax " 0.12

total RM 4.12

signed: Justizrat Hippler
Notary

It is hereby certified that the above is a true and correct copy.
Munich, 1 March 1948.

D. Hans Tribilla
Attorney-at-law

A F F I D A V I T .

I, Otto JACHNO, born 20 April 1894 in Frankfurt/Main, residing in Frankfurt/Main, Mainzerlandstrasse 62a, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be produced in evidence before the Military Tribunal VI (Case 6) at the Palace of Justice in Nuremberg.

In political respects, Director Jachno sympathized with the Deutsche Volkspartei (German People's Party). He personally was anxious to prevent Hitler from coming into power. As late as in March 1933, Herr Jachno supported the Deutsche Volkspartei with financial contributions.

Herr Director Jachno considered the program of the NSDAP crazy and rejected it. He himself never used the "Heil Hitler" salute. This was such a well-known fact in the plant that even the most ardent party members, instead of greeting him with the "Heil Hitler" salute, simply passed the time of day. In the absence of the works manager, it was, among other things, Herr Director Jachno's duty, in his capacity as deputy works manager, to congratulate on behalf of the plant people who were celebrating anniversaries of their employment in the works. In his speeches on these occasions, Herr Director Jachno never concluded the celebrations with the then usual and generally expected "Sieg Heil" for the Fuehrer, a fact, which caused considerable sensation.

Document Jachno No. 3

Exhibit No.

In view of his meritorious services in respect to the
works, to economy and science, it was intended to bestow
upon him on the occasion of his 60th birthday an honorary
doctor's degree. In spite of all efforts by recognized
personages in the fields of economy and science, it was not
possible for him to obtain this honor, owing to the fact that
he was known to the Party as a Nazi opponent. Even if everything
was possible for the IG., as was allegedly stated, the influence

of the Party in this case proved to be the stronger. For even a last attempt to obtain this honor from the then still free Danzig Technical College failed, owing to the opposition of the Party, which already at that time exercised sufficient influence there.

Herr Director Jachne was offered many honorary offices. He never refused his help whenever he realized that the economy could derive some benefit from his reasonable political attitude and his influence. His help was most frequently requested by people who sensed trouble, whenever the danger existed of the Party gaining increasing influence on the economy by the appointment of Nazi sympathizers. In this respect Director Jachne succeeded in preventing such harm by his personality and knowledge. He joined the Party, despite his contrary views and rather unwillingly, in the interest of the works, lest he should lose the influence which he exercised for the benefit of the economy. I know this, because Herr Director Jachne never concealed these facts from me.

When expressing his disapproval publicly, Director Jachne went extremely far. Whenever any common parties or general attendings or broadcast speeches, etc., were scheduled, Director Jachne usually managed to avoid attendance by using work or official business trips as an excuse.

In some instances, Herr Director Jachne rendered special help to various people. He saved, for instance by personal intervention a certain Herr Lohl, who had made derogatory remarks about the Gauleiter, from being dismissed and sent to a concentration camp. The same happened in the case of the attorney-at-law, Dr. Dietz, who was charged with high treason. Time and again he saved Oberingenieur Humann, who was generally known as a pronounced Nazi opponent.

Document Jackno No. 3

Exhibit No. ,

from persecutions.

Frankfurt/Main-Hochst, 7 January 1948.

signed : Otto Lelhardt

The above signature of Otto Lelhardt was affixed before me,
Helmut Eisenblaetter, which is hereby certified and attested by me.
Frankfurt/Main-Hochst, 7 January 1948.

signed: Helmut Eisenblaetter

Assistant Defense Counsel at the
Military Tribunal VI in Nuernberg.

It is hereby certified that the above is a true and correct copy.

Nuernberg, 1 March 1948.

Dr. Hans FRIEDL

Attorney-at-Law.

AFFIDAVIT.

I, Alois BRISBOIS, born on 30 November 1885 in Frankfurt/Main, domiciled in Frankfurt/Main-Hoechst, Amorich-Josefstr. 55, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI (Case VI) in the Palace of Justice at Nuernberg.

I was first foreman in the apprentice workshop and did not belong to the Party; neither did Dipl. Ing. Veith, the actual manager of the apprentice workshop. Dir. Jaehne often said to me that my orders were now being given stating that the main thing for apprentices was their ideological training. He told me, however, that he insisted that the vocational training should continue to take the first place. He tried to keep me, the non-Party member, as long as possible. As late as 1943 I took over the training center for foreign workers.

Until 1933 I was a delegate of the Zentrum-Party in the Town Council and was also Town Councillor of the former town of Hoechst. I was arrested by the Gestapo on 20 July 1944. After my release, Dir. Jaehne called for me and asked for a report. His actual words were: "Herr Brisbois, be careful. Don't let them catch you at the last moment, it is not worth it. It will soon be over". In other respects too, Dir Jaehne's remarks and his general attitude, such as for instance the fact that he did not give the German salute,

Document Jaehne No. 4

Exhibit Jaehne No.

the preferential treatment given to me rather than to other
foreigners who were Party members, made it obvious that he was
opposed to National Socialism. Therefore all of us knew that
Dir. Jaehne was anything but a Nazi.

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With regard to Professor Lautenschlaeger, whom I knew less well
and only met on official occasions, I can state that it was known
all over the plant that he was not a convinced National Socialist.
Frankfurt/Main-Nocchst, 7 January 1946.

signed: Alois BRISBOIS

I herewith certify that this is the signature of Alois Brisbois
which was made before me, Helmut Eisenblaetter.
Frankfurt/Main-Nocchst, 7 January 1946.

signed: Helmut EISENBLAETTER

Defense Counsel Assistant at the
Military Tribunal VI in Nuernberg.

I herewith certify that this is a true ^{and correct} copy of the above document.
Nuernberg, 5 March 1946.

signed: Dr. Hans TRIBILLA

Attorney-at-Law.

A F F I D A V I T .

I, Dipl. Ing. Hermann VLITH, born on 3 January 1885 at Alsfeld (Oberhessen), domiciled in Frankfurt/Main-Hoechst, Koenigsteinerstrasse 90/II, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI (Case VI) in the Palace of Justice at Nuernberg, Germany.

In 1932 I was made Chief of the training center of the Hoechst Farbwerke. After Director Jachne became Chief Engineer of the Hoechst plant he never suggested to me that I should join the NSDAP, although the German Labor Front had made it quite clear that the Chiefs of the training centers should become Party members. On the contrary, Director Jachne asked me to allow myself to be guided in my work only by objective points of view. He repeatedly approved my refusal to carry out DAF or Party measures. I was always under the impression that he was inwardly antagonistic to the Party.

As time went on, the Party became more and more insistent in their demand that I be removed from my position. In spite of that, Director Jachne kept me and asked me to remain on my job. He added that if the pressure became too strong I should come and see him in order to discuss suitable measures.

At the beginning of 1945 the special plenipotentiary of the Party, who was entrusted with the political training of the apprentices, accused me of sabotaging Party measures. This accusation led to a denunciation which was to bring about my dismissal from my job. Director Jachne stood up for me and succeeded in having my dismissal changed into "retirement for health reasons".

Document Jachne No. 5

Revised Jachne No.

When apprentices were taken on, all that Director Jachne asked was that the boys should be of good character and have the ability to become efficient workers. Although the DAF demanded that the apprentices taken on should be members of the Party or of the Hitler Youth, it did not make any difference to Director Jachne what political bent the boys or their relatives followed.

Frankfurt/Main-Hochst, 13 February 1948.

signed: Hermann VEITH

No. 65a of the document scroll of 1948

I herewith certify that Herr Hermann Veith, whom I know personally, domiciled in Frankfurt/Main-Hochst, Koenigsteinerstrasse 90, has acknowledged that the above signature was made by him.

Frankfurt/Main-Hochst, 16 February 1948

Stamp:
Dr. Josef Nix
Notary in Frankfurt/Main

C o s t s :

Value: Minimum value

- | | |
|---------------------------|------|
| 1.) charge Par. 39 RKO RM | 2.-- |
| 2.) turnover tax | ".06 |

Total RM 2.06

signed: Dr. Nix
Notary

I herewith certify that this is a true and correct copy of the above document:

Munster, 1 March 1948:

Dr. Hans Tribilla
Attorney-at-law

A F F I D A V I T .

I, Dr. I Siegfried NIESKALT, born on 5 October 1897 in
Nurnberg, domiciled in Frankfurt/Main, Karlsruherstrasse 2, have
been warned that I shall be liable to punishment for making a false
statement. I herewith declare under oath that my statement is
true and was made in order to be submitted as evidence to the
Military Tribunal VI (Case VI) in the Palace of Justice at Nurnberg.

1.) In 1920, after having worked in industry and at the university
for several years, I became one of the Engineering Directors
of the I.G. Farbenindustrie, Hoechst plant. My task was to
work as expert on operational questions, and the technical
development and problems concerning the plant management. In
1931 or 1932 Dipl. Ing. Jaehne, who came from Leverkusen, took
over the entire department as Chief Engineer and later on,
while still holding this position, became Chairman of the
Technical Committee and Vorstand member of the I.G. Farben-
industrie. I had to assist him in these jobs, and I had also
to look after the more specialized tasks of the Hoechst plant.
This was done in conformity with general directives from Herr
Jaehne, who was always completely objective both in his
attitude towards the work as well as towards the person,
performing it, regardless of his political opinion. In 1936
I was made Prokurist.

- 2.) Herr Jachne was never considered a National Socialist.

At the many department meetings and meetings of the chief engineers, as well as in large and small circles, he made sarcastic and ironic remarks about happenings within the Party and about the National Socialist economic policy and government. In my opinion, it was because of his exceptional expert knowledge and the influence of his personality that he was able to do this with impunity. The following cases have come to my knowledge:

- 3.) After the old chief engineer of the Electrical Engineering Department (a subgroup of the office of the chief engineer) of the I.G. Hoechst plant resigned in about 1936 or 1937, Herr Jachne had to appoint a successor. On the basis of their qualifications, the only man from the ranks of the electrical engineers of the department which could be considered ^{Herr} were HUMANN and Herr SCHOERG. Both were about the same age and had the same length of service in the firm, whenever the opportunity presented itself Herr Humann made particularly aggressive remarks against the Party and the Third Reich. He is therefore regarded today as an anti-fascist and was appointed by the American Control Office chief engineer as Herr Jachne's successor, although he is not a chemical engineer. Herr Schoerg, on the other hand, had been a Party member since 1933 and member of the Work's Council (Vertrauensrat). In spite of this Herr Jachne made Herr Humann chief engineer and department manager, thereby considerably increasing his salary in comparison with that of Herr Schoerg.

- 4.) With regard to other persons employed at the works, Herr Jachne also kept and helped others who were incriminated by the Huernberg Laws. For instance he temporarily re-employed

Document Jaehne No. 6

Exhibit Jaehne No.

the half-Aryan Dipl.Ing. POPP, who had been dismissed in 1930 when personnel had to be cut down owing to the crisis, and this led to a vigorous protest by the Work's Council in 1935 . I too was affected by these laws, but in spite of that was made chief engineer and Foreman by Herr Jaehne in 1936. He always protected me when during the war attacks were made on me because my descent had become known in Party circles.

5.)

To sum up, I should like to say that Herr Jaehne, either in his personal attitude or as a man of industry, cannot be called a Party politician and National Socialist. Before 1933 he held a leading position in the Deutsche Volkspartei, which originated from the middleclasses and also included commercial and industrial circles. In other respects too his attitude was neither National Socialist nor militaristic. For instance, he never tried to hide the fact that many years ago he was not promoted to be an officer of the reserve.

Frankfurt/Main, 29 January 1948.

signed: Dr. Siegfried KIESSKALT

No. 92 of the document scroll for 1948

I herewith certify that this is the signature of Dr. Ing. Siegfried Kieeskalt, domiciled in Frankfurt/Main, Karlsruherstrasse 2.

Document Machine No. 6

Exhibit Machine No.

Frankfurt/Main, 29 January 1948.

Expenses

Value: 3,000.— RM
fee para. r. 39 EKO 4.— RM
turnover tax -.12 "

4.12 RM (Stamp)

signed: Dr. Karl BASER
Notary

I herewith certify that this is a true and correct copy of the
above document.

Nuernberg, 5 March 1948.

signed: Dr. Hans Pribilla

Attorney

Affidavit

I, Karl SPEIDEL, born 8. August 1885 in Stuttgart, living in Frankfurt a.M.-Hochst, Adolf Hauserstr. 14, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence at the Military Tribunal No. VI in the Palace of Justice in Nuremberg.

I have been employed for a considerable time in the I.G. Works Hochst as a senior engineer for power supply and in this capacity had to report daily to Director JAEHNE. Thus I saw him often and can give information about his attitude. I know that he often expressed derogatory opinions to me and openly concurred with derogatory remarks made by Dipl. Ing. HUEBNER, who frequently reported to him in my company and who was known to be an anti-fascist. He also declined the German greeting and answered by giving the time of day.

Towards the end of the war, due to official orders, a crippling plan was prepared which was to have made it more difficult for the enemy to get the plants going again. Although these were orders which were important for the carrying on of the war and the non-observance of which could have led to the most severe punishments,

Document Jachne No. 7
Exhibit No.....

Herr JACHNE quite openly directed, in the conference which was subsequently held, that as little as possible should be carried out.

Frankfurt a.H.-Hochst, 7. January 1948

signed: Carl SPIDEL

I herewith certify the above signature of Karl Spidel, which was rendered in the presence of me, Helmut Eisenblatter.

Frankfurt a.H.-Hochst, 7. January 1948

signed: Helmut Eisenblatter
Assistant Defense Counsel at the
Military Tribunal No. VI in
Nuremberg

I herewith certify that the above is a true and correct copy.

Nuremberg, 1. March 1948

Dr. Hans FRIBEL
Attorney-at-Law.

- Affidavit -

I, Heinrich HUMANN, Dipl. Ing., born on 22. September 1893 in Bayreuth, Bavaria, living in Frankfurt a. M. -Hochst, Emmerich Josefstr. 38, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice in Nuremberg.

I am at present the chief engineer of the Hochst Works and I worked formerly for a long time under the defendant Dipl. Ing. Friedrich JACHNE.

1.) During the war, I was chief engineer of the electrotechnical department, which was under the supervision of Herr JACHNE. I was known as an outspoken enemy of National Socialism and, as a result, was removed from my position as chairman of the Hesse Association of Employed Chemists and Engineers as early as May 1933. I confirm that Herr Jachno always protected me against all attacks of the Party and that he never reproached me on account of my attitude. On the contrary, I was promoted, even after 1933, to the position of chief engineer of the electrotechnical department. In doing this, Herr Jachno gave me preference before a member of the Party.

During the war, I discussed almost every day with Jachno the reports of the foreign broadcasting stations, on which occasions

the Party and its leaders were sharply criticized, when the American army was moving towards Frankfurt a.M., Herr JAEHNE pleaded with the Gauleiter for the point of view that the defense of Frankfurt a.M. would be senseless. This happened at a time when statements of this kind were dangerous and an expression of lack of will to resist was liable to punishment by hanging.

2.)

Frankfurt a.M.-Hochst, 26. January 1948

signed: Heinrich Humann

Register Roll No. 137. of the Year 1948

I herewith certify officially the signature of:

Dipl. Ing. Heinrich HUMANN, living in Frankfurt a.M.-Hochst which was rendered in my presence.

Frankfurt a.M.-Hochst, 26. January 1948

(Stamp)

signed: Joseph HILF
Notary Public

Charge paragr. 39 RKO
Sales Tax

RM 2.--
" --.06
" 2.06

(Stamp) signed: HILF
Notary Public

I certify that the above is a true and correct copy:

Nuremberg, 5. March 1948

Dr. Hans FRIBILLA
Attorney-at-Law.

Affidavit

I, Dr. Fritz BACHMAN, born on 23. October 1886 in Unterrebblingen am See, living in Frankfurt a.M.-Hoechst, Brueningstr. 92, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence at the Military Tribunal No. VI, in the Palace of Justice in Nuremberg.

I work as a chemist in the Dye Works Hoechst.

Gi 1 is a code name for laughing gas, which is not really a warfare agent, but was used in gasoline engines for speed acceleration.

Nobolsauro (FS solution) was produced by Hoechst in 1917 - 18 and also later. It is true that at the beginning of the war the production was increased on account of a contract for war work and later in 1942 was again increased considerably. For this increase in production, in so far as it took place before 1942, we did not have to expand our facilities and thereby invest capital, since the existing installations proved to be sufficient. Only in 1942 had the plants to be enlarged, for the renewed increase of production.

Frankfurt a.M.-Hoechst, 7. January 1948

signed: Dr. Fritz Bachman.

I herewith witness and certify the above signature

Document Jacano No. 9
Exhibit No.

of Dr. Fritz Bachran which was rendered in my, Helmut Eisen-
blatter's presence.

Frankfurt a.M.-Hochst, 7. January 1948

signed: Helmut Eisenblatter
Assistant Defense Counsel at
the Military Tribunal No. VI
in Nuremberg.

I herewith certify that the above is a true and correct copy:

Nuremberg, 5. March 1948

Dr. Hans PRIBILLA
Attorney-at-Law.

Document Jaehne No. 10

Exhibit No.

A f f i d a v i t ,

I, Heinrich Greune, born on 14 August 1895 at Langendreer near Bochum in Westphalia, residing at Frankfurt/Main - Sossenheim, Am Leisrain 10 have been warned that shall be liable to punishment for making a false statement. I herewith declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI (Case VI) at the Palace of Justice at Nuernberg.

Since the middle of 1938 I was head of the Central Laboratory of the former I.G. plant Hoechst, In this capacity repeatedly I had the opportunity to discuss with Professor Lautenschlaeger, to whom the management of the whole I.G. plant Hoechst was entrusted in the same year, not only business, but also political matters. On the occasion of these conversations I heard Professor Lautenschlaeger frequently criticize measures of party offices and especially the hopeless continuation of the war, though he himself was a party member and had to be particularly cautious as the plant manager.

As to the chemical questions asked I can state the following, because I myself worked as a chemist in the Hoechst plant at the time concerned and on the basis of my expert knowledge:

1.) Tutogene is a product, developed by Dr. Daimler in the Hoechst plant in the years around 1930, which had already been manufactured and used as a fire extinguisher a few years before the outbreak of war and ^{had given} good results for this purpose. Professor Lautenschlaeger had no influence on the developing of the product. The development of the product was already completed when the management of the plant was entrusted to him;

2.) Glycerogene: It was found in the Hoechst plant approximately in 1930 that it is possible to split and at the same time hydrogenate sugar by a catalytic treatment with hydrogen under pressure and to obtain thus products similar to glycerine. Shortly afterwards the same discovery was also made in the United States. Since the procurement of glycerine grew increasingly difficult in Germany several years before the war, while we in Hoechst needed glycerine urgently for the manufacturing of printing pastes, this process was technically developed in order to manufacture a glycerine substitute. This was done entirely for peaceful purposes from 1935 onwards. The product was used for printing under the designation Glycerogene. The technical development of the process was essentially completed when Professor Lautenschlaeger took over the plant management.

3.) acetophenone: As far as I know this product was never manufactured on a technical scale in the Hoechst plant.

Document Jaehne No. 10

Exhibit No. 1, 1, 1, 1, 1, 1

4.) Hexogene has been known since 1898 as a nitrosubstance of high explosive power. Its production was not without danger, its chemical constitution not proven. Approximately in 1935 the chemist Dr. Wolfram found in our Hoechst plant in the course of the usual research work a process for the production of hexogen which explained its constitution for the first time and was besides much less dangerous than the process known so far. This work was carried out under the management of Direktor Dr. Krauselein who was already entrusted with war tasks during world war I and was therefore interested in the newly found process. He informed Direktor Dr. Hermann Mueller of the Dynamit Aktiengesellschaft of the results of this work. The new process was then further developed to its technical maturity, in the last phase mainly by the Dynamit A.G. Later the new process was again in turn superseded by a simplification of the old process and thus lost considerably in importance. As far as I know the task of working on hexogene was not allotted by the then manager of the Hoechst plant nor by any other official in the higher levels of I.G. management. Professor Lautenschlaeger, who at that time was not yet plant manager of Hoechst, had no influence at all on the start nor on the development of this work.

Frankfurt/Main - Hoechst, 7 January 1946

signed : Dr. Heinrich Greune

I, Helmut Eisenblaetter, herewith certify and confirm the above signature of Heinrich Greune which was affixed

Document Jachne No. 10 .

Exhibit No.

in my presence,

Frankfurt/Main - Hoechst, 9 January 1948

signed ; Helmut Eisenblaetter
Assistant Defense Counsel
at the Military Tribunal VI
at Nuernberg.

I herewith confirm that copy of the above document is true and
correct.

Nuernberg, 5 March 1948

Mr. Hans Pribilla
Attorney

A f f i d a v i t .

I, the undersigned, Doktor of Chemistry, formerly employed in this capacity at the Aktiengesellschaft Nobel from 1906 till 1939 successively Manufacturing Technician, Technical Director of the /vigliana plant, Technical Director of the Nobel Company and finally Administrator of the same company testify herewith to the best of my knowledge and conscience :

My testimony is given for the military trial taking place at Nuremberg, Germany against leading officials of the Firm I.G. Farben. I give it according to the truth and to conscience exactly as if I had given it on oath directly before the Court.

The Italian firm Nobel-Dynamit was particularly interested, from 1928 onwards, in the production of the trimethylenetrinitroamine (later called hexogen and in Italy also Tu) as an explosive for war as also for industrial purposes. The fact that Italy possesses no benzene and toluene for the production of /classical/ explosives was taken into consideration in this respect. Other Italian companies studied the production of tetranitropenterythrite for the same reasons.

The studies made by the Firm Nobel were based on the data given by the university consultants of the company and on the data given by scientific publications. Then the company built a pilot plant and developed after three years' work a production process which was patented as new in 1931; it was based on the nitration in one or two working phases of the hexamethylenetetramine (Urotropin) and with simultaneous

recovery of formaldehyde. Based on this process the first Tu plant in the world was constructed in Livigliano and work was started in 1936 with a capacity of 5 - 8 tons daily and with 300 workers employed. After this a larger plant was constructed in Central Italy with a capacity of 10 tons daily. I do not know whether the Italian patent ^{was/} also taken up abroad; foreign technicians of every kind were kept away.

The I.G. Farben and its technicians had the least knowledge of it. Nor had they ever demanded such knowledge. There were no relations between the firm Nobel and I.G. Farben either in the field of explosives or in fields relating to war. Neither was such the case directly or indirectly via the Montecatini group which was merged with the Nobel Company in 1927.

The Nobel firm produced and studied Tu for use in mining and also in excavation. It was also sold abroad and the French government bought it especially in 1939 and in the first quarter of 1940.

The firm Nobel also manufactured tetranitropenterythrite and used in its production the processes of its sister firm I.C.N.A. in Montecatini. Other Italian firms which devoted themselves to this production had Swiss technicians as experts. The Germans stayed away from it. These efforts in Italy were mainly of a "self-sufficient" character, that is, they were made independently of foreign countries.

Document Jaehne No. 11

Exhibit No.

According to my immediate knowledge - apart from Switzerland
and there especially via the Nitro-Penta - hexogen had been produced
to a small extent on a pilot plant basis since 1937 in France
and in Czechoslovakia - here in Pardubice which was under government
control.

Del Belgaic - Torricella, Prov. Grosseto,

5 January 1948

signed : Count Dr. Franco Grottanelli

The authenticity of Dr. Franco Grottanelli's signature is certi-
fied by a notary and by a court. The certificate bears two round
stamps.

I herewith confirm the true and correct copy of the above document.

Nuernberg, 8 March 1948

Dr. Hans Pribilla
Attorney

AFFIDAVIT

I, Dr. Ernst ENGELBERTZ, born on 25 May 1891 at Boreneustadt (District Koeln) residing at Frankfurt/Main - Griesheim, Alt-griesheim 86 H, have been warned that I shall be liable to punishment for making a false statement. I herewith declare on oath that my statement is true and was made in order to be submitted as evidence to Military Tribunal VI (case VI) at the Palace of Justice at Nuernberg, Germany.

I am a chemist by profession and informed in detail on the product dinitrobenzene. Dinitrobenzene had already been produced as a dyestuff intermediary many decades ago. Not even where rail transportation was concerned nor in the regulations on the prevention of accidents was it considered as an explosive. As far as the explosive properties are concerned the product is one of the least effective of the aromatic polynitro compounds which can be described as explosives. It is true that its detonation can be effected, if a highly intensive substance is used for initial ignition, but it cannot be used by itself as an explosive due to the fact that its decomposition velocity is too small and that the oxygen developed is far from sufficient. However it can be employed for the manufacture of explosives that are fit for use, if it is mixed with explosives which are rich in energy and with oxygen carriers. This was also done during the war, as an emergency measure, in order to supplement efficiently the low toluene stocks. The question, whether it was to be considered as an explosive, was also discussed again on this occasion.

Document Jrohns No. 12

Exhibit Jrohns No.

It was finally decided by the Reich Office for Trade Supervision (Reichsgewerbeaufsichtsbehörde) that it was to be considered as an explosive after all, but the security regulations otherwise customary for explosives were considerably relaxed.

The dinitrobenzene produced in Griesheim and the other I.G. plants was sent, as far as it was in question as an intermediate for explosives, to factories of explosives and to ammunition plants which employed it accordingly. No prisoners of war were employed in Griesheim and, as far as I know, in any other I.G. plant for the production of dinitrobenzene.

Griesheim-Frankfurt/Main, 13 February 1948

signed: Dr. Ernst Engelbertz

Roll of Documents Number 95 Year 1948

I herewith certify the above signature of the chemist Dr. Ernst Engelbertz, Frankfurt/Main - Griesheim, Alt Griesheim 86 H.
Frankfurt/Main, 13 February 1948

(Stemp)

signed Signature
Notary

Bill of expenses

Business value: undetermined RM.
Fee RMO (Reichkostenordnung - Reich Fee Regulation)
Paragr. 144, 26, 39

4.-- RM
-.12 RM
4.12 RM

The Notary:
Signature

I herewith confirm the literal and correct copy of above document.

Muernberg, 5 March 1948

Dr. Hans Pribilla
Attorney

AFFIDAVIT

I, Dr. Ernst Engelbertz, of Altgriesheim 86 H, Frankfurt/Main-Griesheim, born at Bergneustadt (Bez. Cologne) on 25 May 1891, having been duly advised that I shall render myself liable to punishment by making a false affidavit, herewith declare on oath that my statement is true and that it was made to be submitted in evidence to Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

As ex-manager of the Griesheim plant I am perfectly familiar with conditions there.

- 1) Like all other I.G. plants and the whole of the industry, the Griesheim plant received a so-called mobilization task, which had been prepared and planned by the Reich Ministry for Economic Affairs from 1937 to 1939. It affected the whole production and laid down what quantities of the various products were to be manufactured in the event of a war and how they were to be distributed. It served furthermore as a basis for the allocation of labor. It was the expression of an all embracing economic planning program and formed in every respect the civilian analogy of a military mobilization plan. It was absolutely compulsory. All alterations were subject to the approval of the Ministry for Economic Affairs, or of the department delegated by it. There cannot therefore be the shadow of a doubt that the plants were forced to employ foreign workers in order to fulfil their mobilization tasks, since the German employees were unable, owing to call ups to the Forces, to cope with the mobilization task.

The plants themselves would gladly have done without foreign workers in their own interest, if only a sufficient number of German workers had been put at their disposal, because owing to language difficulties, inefficiency, maintenance expenses, and finally, the danger of sabotage, foreigners added to production problems. I can remember exactly that we always asked for German workers when applying for labor.

- 2) The mobilization task of the Chemical plant at Griesheim consisted in the manufacture of intermediate products for dyestuffs, pharmaceuticals, insecticides and explosives, and also, within the limits of possibility, for export. But I should like to point out that the intermediate products for the manufacture of explosives were in all cases identical with those which had been produced for decades for the manufacture of dyestuffs, but were used for explosives production in war time.

The mobilization task of the chemical factory included further the manufacture of carbon electrodes for potassium chloride electrolysis and for the manufacture of aluminum, of flotation chemicals for the processing of ores, of anti corrosive agents for the iron processing industry, of lacquer drying agents for the lacquer industry, of stearates for the rubber industry and for other technical purposes, of boric carbide for polishing purposes, of potassium metal

for Buna production and of rare gases for lighting purposes. All these products too were contained in the peacetime program of the Griesheim plant, it was merely the amount produced which was regulated strictly in accordance with the mobilisation task. As far as the Autogen plant is concerned I can state with certainty that its mobilisation production was essentially the same as its peacetime production, i.e. the production of welding apparatus, acetylene developers, valves and pressure gauges, surface hardness, oxygen.

3) The mobilisation task was allotted by government decree and it was absolutely essential that it should be fulfilled, otherwise there would have been no point in government economic planning in wartime. No Betriebsfuehrer was therefore in a position to refuse to carry out his mobilisation task ; otherwise he would have made himself guilty of sabotage and would have been liable to very severe punishment.

Frankfurt/Main - Griesheim, 13 February 1948

signed : Dr. Ernst Engelbertz

Register No. 90/1948

This is to certify that the above signature is that of Dr. Ernst Engelbertz, industrial chemist, Frankfurt/Main-Griesheim, Alt Griesheim 86 H.

Frankfurt/Main, 18 February 1948

(Stamp) signed : signature notary

Costs:

Value : indefinite

Fees in accordance with RKO articles 144,26,39

4.--RM
- .12RM
<hr/> 4.12RM

notary : signed : signature.

Document Jaeline No. 13

Exhibit No.

This is to certify that the above is a true and accurate
copy of the original.

Nürnberg, 5 March 1948

Dr. Hans Pribilla
Attorney.

A f f i d a v i t .

I Otto Eckhardt, of 524 Mainzerlandstrasse, Frankfurt/Main, born at Frankfurt/Main 20 April 1894, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith declare on oath that my statement is true. It was made to be submitted in evidence to Military Tribunal No. 6 (Case 6), Palace of Justice, Nurnberg.

I was and still am the business manager of the chief engineer's office of the I.G. plant at Hoechst. For that reason I am well acquainted among other things with the work and the tasks of the engineering committee (Teko) from personal experience. The applications for loans for billets and huts were only passed on to Teko when the Social Committee (Soko) or the office of Bortrams-Dr. Schneider had given an opinion on the need for huts. Teko then gave an opinion from the engineering point of view on the suitability of the proposed method of construction.

At the Hoechst plant Director Jaehne especially distinguished himself by his work in connexion with accident protection. That was his hobby.

Document Jeehne No. 14

Exhibit No.

No difference was made in this respect between foreigners and Germans and arrangements were made that foreign workers could read pertinent protection regulations in their own language.

Frankfurt/Main -Hoechst, 7 January 1948

signed : Otto Eckhardt.

I, Helmut Eisenblaetter, herewith certify that the above signature is that of Otto Eckhardt and that it was appended in my presence.

Frankfurt/Main - Hoechst, 7 January 1948

signed : Helmut Eisenblaetter
Assistant Defense Counsel
Military Tribunal No. VI,
Nuernberg.

This is to certify that the above is a true and accurate copy of the original.

Nuernberg, 6 March 1948

Dr. Hans Pribilla
Attorney.

A f f i d a v i t .
- - - - -

I, the undersigned, Dr. Johann Simon, of 2 Altkoenigstr. Koenigsberg/Tanauo, born on 21 September 1903, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith depose the following voluntarily on oath.

The foreign workers employed in the I.G. plant at Hoechst either had individual contracts or worked there in accordance with so-called collective contracts, of which as far as I can remember 5-6 had been concluded with Belgian, and 2 with French enterprises through the plenipotentiary general for chemical industry. There were therefore in actual fact two totally different types of foreign labor : the foreign workers allocated by the German labor allocation authorities on the one hand, and foreign labor supplied by enterprises abroad in accordance with the provisions of contracts on the other. The latter were the so-called "workers on loan", mainly craftsmen and transport workers. In accordance with the provisions of the law and the contract, the factory was responsible for wages, board and lodging, and clothing of the first category; in the latter case the enterprises abroad, being the employers, were responsible for their men. The foreign enterprises made use of the administrative apparatus of the Hoechst plant.

to fulfil these duties.

Concentration camp inmates were never employed in the Hoechst plant. I cannot recall Belgian workers at Hoechst having had individual contracts. I expect Mr. De Bruyn worked at Hoechst as "worker on-loan" in accordance with a collective contract.

The continued employment in 1944 of foreign workers whose contracts had expired was due as far as I can remember to instructions issued by the labor allocation authorities. The Hoechst plant was unable to repatriate these men at the proper time because repatriation could only be done by means of collective transports and tickets were only issued by the DAF (German Labor Front) when they had been approved by the Labor Office. At that time permission was only granted when the doctor of the labor exchange had declared a foreign worker totally unfit for further work.

No foreigner ever served in the flak battery of the Hoechst plant, to which I belonged from the day on which it was formed to the day on which it was disbanded.

There was no fundamental difference in the wage scales of foreign and German workers. They received equal pay and equal bonuses (factory bonuses and piece work pay) for equal work. Separation allowance and billeting allowance which amounted for married men to RM 1.50 per day were perfectly sufficient to cover expenses for board and lodging in the camp,

so that the foreign worker had at his disposal the whole of his net wage. The "workers on loan" were paid in accordance with the wage scales of the building and metal industries, so that they were in a better position than the German workers of the Hoechst plant, which was admittedly desirable, in the interests of making it easier for the foreign enterprises to adhere to the terms of their contracts.

As far as I can remember I learned of the transfer to disciplinary labor camps of foreign workers of the Hoechst plant who were habitual absentees, in the course of the conversations I had from time to time with the plant managers about manpower problems. They told me that only a fraction of the workers had improved when they returned 4 weeks later. The Hoechst plant itself did not maintain recruiting offices for workers abroad. What assistance it rendered consisted in detailing from time to time so-called liaison officers (Verbindungsmaenner) for limited periods of time. It was their business to inform foreign workers who went to Germany to work, of the type of work, wages, board and lodging, and conditions in general, in order to make differences of opinion impossible from the start. But it was also their duty to prevent morally unreliable foreigners from coming to Hoechst, who would have made trouble constantly. During my two trips to Italy in 1944 I had a similar job; I found that people were never forced to work in Germany.

Document Jaehne No. 15

Exhibit No.

Even when people broke their contracts and did not show up when a transport left nothing happened, because the Italian authorities did nothing. I know from personal recollection that only 5% of the workers who were supposed to work in Germany actually left for Germany.

I have carefully read the three pages of this affidavit and have signed them with my own hand, I have made the necessary corrections in my own handwriting and have countersigned them with my initials and I herewith declare on oath that to the best of my knowledge and belief I have stated the absolute truth in this affidavit.

Koenigstein, 6 January 1948

signed : Dr. Johann Simon

I, Helmut Eisenblaetter, herewith certify that the above signature is that of Dr. Johann Simon and that it was appended in my presence.

Koenigstein, 6 January 1948

signed : Helmut Eisenblaetter

This is to certify that the above is a true and accurate copy of the original.

Nuernberg, 6 March 1948

Dr. Hans Pribilla
Attorney.

AFFIDAVIT

I, Dr. Franz SPLESS, Born on 18.3.1892 in Berlin, residing in Frankfurt am Main, Posegerstrasse 15, have been warned that I shall render myself liable to punishment by making a false statement, I declare on oath that my statements are true and are made in order to be submitted in evidence to Military Tribunal VI (Case VI) in the Palace of Justice Nuernberg.

I was deputy chief of the Patents Department of the Hoechst works of the I.G. Farbenindustrie A.G. When at the end of 1943 I was released from the Wehrmacht and returned to Hoechst, Professor Lautenschlaeger suggested to me that I should take over the section in the Social Welfare Department dealing with the care of foreigners (accommodation and food) and matters of discipline. On this occasion, Professor Lautenschlaeger gave me a general survey of the position with regard to the employment of foreign labor and pointed out that great efforts had been made in Hoechst constantly to improve the food and accommodation of the foreign workers. He attached great importance to my continuing the work on these lines and to everything possible being done. If more money was needed for the purpose, I should apply to him for the sum in every case. During my time, Professor Lautenschlaeger made sure for himself of the care taken of the foreign workers by making unannounced inspections every month of the condition of

Document Joehne No. 16

Exhibit Joehne No.

the accommodation and food of the foreign workers, and visited the camp and catering establishments with me. He always attached great importance to the fact that the hygienic installations and the equipment for the medical care of the foreigners were beyond reproach.

Frankfurt am Main, 16 January 1948

signed: Franz Spiess

No. 18 of the Register for 1948

This is to certify officially the above signature, written in person before me by Dr. Franz Spiess, Gerichtsassessor a.D., Frankfurt am Main, Roseggerstr. 15.

Frankfurt am Main, 16 January 1948

(Stamp)

(Dr. Remmert)
Notary

signed: Dr. Remmert

Estimate of costs:

<u>Value: RM 3.000.--</u>	
Charges, Article 26, 39 Reich Price Regulations = $5/20$	= RM 4.00
Turn-over tax $3\frac{1}{2}$	0.12
	Total RM 4.12
	=====

Notary.

This is to certify that the above copy is true and correct.

Muernberg, 6 March 1948

Dr. Hans Fribilla
Rechtsanwalt

Affidavit

I, Albert de Vries, born on 8 September 1899 in Cologne, residing in Frankfurt/M.-Hoechst, Antoniterstr. 22, have been warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and is made in order to be submitted as evidence to Military Tribunal 6 (Case 6) in the Palace of Justice, Nuernberg.

From 1 September 1942 onwards I was chief of the catering establishments which supplied the foreign workers with their food in the Hoechst dyestuffs plant. I had nothing to do with the catering for German male or female workers. I was not a Party member.

After the capitulation and the entry of the American troops I was ordered by the present Major, then Captain Radigan (at the moment Town Major of Friedberg in Hessen), to carry on with the maintenance and feeding of the foreigners. In this matter not only the foreigners employed in the dyestuffs plants were involved, but also the foreigners who were gathered into the camps of the Hoechst dye works from the neighborhood of Frankfurt. When the foreigners were taken over, Major Radigan saw their physical condition and the cooking installations as well as our catering establishment and expressed to me his whole-hearted recognition of the good feeding which was apparent from their state of health and our installations.

- 2 -

I should like to point out once more that the displaced persons who were catered for by me after the capitulation were far more numerous than the foreign workers previously catered for, in fact about 17,000 displaced persons were involved, as against the previous 3,000 foreign workers. Despite this, the kitchen installations which we had for the foreign workers were fully adequate.

This is a proof of the generous planning of our kitchen installations, which were newly set up by me for the foreign workers alone. We had six separate kitchens built, with extensive cooling plants of the most modern type. There were separate kitchens for the Russians, French and Belgians as well as the Italians, with cooks of the various nationalities, so that the foreign workers could have the fare of their homeland. For the Pfaffenwiese camp, which lay at some distance from the factory, a special kitchen was erected, so that the foreign workers there could have their evening meal prepared for them on the spot. We also had a first-class diet kitchen, which produced seven different basic food types. This was a particular hobby-horse of mine and no better could be found in the most modern spa hotel. For infants special food was also prepared with special additions such as sugar, butter and milk.

The food was perfectly adequate. When, in September 1942, I took over the management, Betriebsfuhrer Prof. Lautenschlaeger and Department Chief Dr. Hirschel expressly told me: "You can have all the money you need. Buy whatever you can, expense is no object."

.. 3 -

If these people are to work for us they must be decently fed." No restrictions were ever imposed on me by these officials where money was concerned. I was not even obliged to account to them for the extent of my purchases. Consequently I bought the most expensive food I could obtain for the foreigners, to supply them with additional rations: for instance the best jams for the Russians at prices over 4.00 RM per kilogram, table fruit, very expensive vegetables in the winter and so on. I saw to it that the butchers delivered the best meat they had and that the rest of the food was of high quality. If any opportunity arose for me to make additional purchases of ration-free goods, I grasped at it without hesitation and expended many hundred thousand marks on it. Even when Major Radigan arrived he still found large stocks of high-grade food from which, despite their ever-increasing numbers, I was able to feed the forcibly displaced. In Hesson we had a reputation for the best cooking in the neighborhood and were attacked by the Labor Front and also by civilians for giving the foreign workers better food than the civilian population could normally procure. Characteristic of this was the fact that the chemists who were on stand-by work for air raid protection asked the Betriebsfuhrer, Prof. Leutenschlaeger, to supply their meals, not from the German kitchen but from the foreign workers' kitchens. This was of course refused by Prof. Leutenschlaeger.

- 4 -

In any case, the foreign workers received considerably more than was due to them on the basis of their rations. The distribution of food was under the control of the cooks of the various nationalities, who, however, were also under supervision. Moreover, I have not heard that there were any complaints that the food was not adequate. Of course it did sometimes happen that the food was not to the taste of one person or another and then the matter was investigated by the Betriebsfuehrer. Dr. Mirschel, acting for Prof. Lautenschlaeger, always satisfied himself personally as to the justifiable grounds for every complaint, and, if we were not of the same opinion, he made suggestions for alterations. There were also representatives there of the labor loan firms, who made unannounced tests of the food and told me that they were entirely satisfied with the catering for their foreign workers. Never did any complaint reach my ears from these firms. I naturally was deeply concerned over the food myself, and heard from the physician Dr. Jungfleisch, who checked weight, that without exception an increase of weight had been recorded of all the foreign workers, and especially of the Russians.

Together with two cooks, I have made a list which shows what was currently supplied to the foreign workers in one week. It ran as follows:

- 5 -

	Breakfast	Lunch	Supper
Monday	45 gr. sausage 500 gr. bread	50 gr. meat vegetables, potatoes	Soup
Tuesday	45 gr. sausage 500 gr. bread	according to supply vegetables, potatoes	Soup from cereals, flour, mashed peas, mush- rooms, tomatoes, pumpkins
Wednesday	62,5 gr. cheese 500 gr. bread 50 gr. margarine	50 gr. meat veg., potatoes	Soup
Thursday	45 gr. sausage 500 gr. bread 175 gr. jam	50 gr. meat veg., potatoes	Soup
Friday	45 gr. sausage 500 gr. bread 62,5 gr. butter	50 gr. meat vegetable hot- pot	Soup
Saturday	45 gr. sausage 500 gr. bread	50 gr. meat veg., potatoes	Soup
Sunday	45 gr. sausage 500 gr. bread 62,5 gr. butter 225 gr. sugar	60 gr. meat potatoes and salad, pudding or compote	Soup

Over and above this, something quite special was supplied on feast-days and on special occasions for any feast or celebration to add to the festivities, e.g. Christmas 1944, during a period when the food situation was particularly bad in Germany, we supplied amongst other things 700 gr. meat, and very high quality meat, for the three Christmasfeast days. I managed to supply 3000 veal steaks, much to the annoyance of the indigenous population, who, in consequence of the large quantity prepared for the foreigners, had to do without a veal steak at Christmas.

Document Jaehne No. 17

Exh. Jaehne No.

- 6 -

Every worker also received a Christstollen (Christmas cake), a tin of milk, a piece of gingerbread (250 gr.), two apples, beer and 65 gr. of pralines. I may mention that at that time pralines could not be obtained on the open market in Germany and even under the counter they were available only to very wealthy people, and certainly not to workers.

Care was also taken that the foreign workers should eat their meals in very nice large dining rooms under very pleasant conditions. Although a great deal of china was broken, I always procured new china and other crockery for hundred thousands of marks.

I should therefore like to say in conclusion that under the leadership of Prof. Lautenschlaeger and on his behalf everything was done to make their stay in Germany as pleasant as possible for the foreigners, and that good and decent tasty food was provided.

Frankfurt/M. - Hoechst, 6 Jan 1948

signed: A. de Vries

I herewith certify and witness the above signature appended before me, Helmut Eisenblaetter, by Albert de Vries.

Frankfurt/M.-Hoechst, 6 Jan 1948

signed: Helmut Eisenblaetter

The above copy is herewith certified true and correct.

Nuernberg, 6 March 1948

Dr. Hans Pribilla

Rechtsanwalt

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AFFIDAVIT

I, Georg WOLL, born on 30 September 1895 in Frankfurt a.M.-Hoechst, living in Frankfurt a.M.-Hoechst, Kasinostr. 35, have been duly warned that I shall render myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal No. VI, (Case No. VI) in the Palace of Justice in Nuremberg.

I own a big meat business in Hoechst and have participated in supplying the kitchens of the foreign workers in Hoechst. The kitchens were under the supervision of Herr de Vries who placed with me the orders for the kitchens of the foreign workers. He always insisted on the delivery of faultless merchandise and has never tried to force my prices down. On the contrary, he laid great stress on obtaining only good meat for the kitchens of the foreign workers and accordingly he received such supplies. The kitchens of the foreign workers obtained the same quality of meat which I sold in my shop to the civilian population.

How much de Vries insisted on having his kitchens well supplied, is proven by the following figures which I happened to run across recently. On 23 December 1943 I had to deliver 474 kg. legs of veal for cutlets for the kitchens of the foreign workers. I had therefore to save up all legs of veal for a fairly long time in order to collect that amount. Under these circumstances, the German civilian population could not obtain any veal cutlets

Document Jaehne No. 18

Exhibit Jaehne No.

for Christmas 1943. It was understandable that on account of this the civilian population became very indignant. Pork was at that time scarce and therefore rather expensive. Despite of this, I delivered to the foreign workers' kitchens on 14 December 1943, 135 kg. of legs of pork among other things and in January and at the beginning of February of 1944, altogether 570 kg. of pork.

Frankfurt a.M.-Hochst, 22 January 1948

signed: Georg Noll

Georg Noll

I herewith certify the above signature of Geor NOLL, butcher, Frankfurt a.M.-Hochst, Kasinostr. 35,

Frankfurt a.M.-Hochst, 22 January 1948.

signed: Franz Schueller
Notary Public

(Stamp)

No. 67 of the Register for 1948

I herewith certify that the above is a true and correct copy of the original

Nuremberg, 6 March 1948

Dr. Hans Pribilla
Attorney-at-Law

AFFIDAVIT

I, Alex SNESSLEW, born 1909 in the Crimea, am of Russian nationality and live in Frankfurt a.M.-Hoechst, Dettingerweg 2. I declare that I have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal Case VI in the Palace of Justice in Nuremberg.

I was employed by the Hoechst Works as a Russian civilian worker in the kitchen of the Russian hutment camp. We had to feed approximately 700 Russians in 1942, up to 1000 in 1943, approximately 1200 in 1944 and 450 in 1945.

I know exactly how the Russian civilian workers were fed. Men working long hours received one half or the full extra ration of heavy workers which consisted of 1 kg. bread, 220 g. sausage and 50 g. margarine. The rest of the ration was as follows: until the end of 1943 there was only coffee in the morning, at noon and in the evening usually a one course meal and in addition on two days of the week there was meat. On Sundays the lunch consisted of soup, one meat course with potatoes and gravy and a dessert, such as pudding or compote. On important feast days there were, of course, particularly good things to be had, especially cake and the like. After 1943, there was some warm food given also in the mornings, such as porridge or something similar.

In addition to this warm food, the following amounts of cold food were issued: five lbs. of bread every week, 35 g. of sausage twice a week, 50 g. of margarine and, besides, approximately 70 g. marmalade per week.

In my opinion, the food was sufficient and those who did not have enough at the noon or at the evening meals, could obtain second helpings from the food left over. In any case, I could see for myself that all of them were healthy and did by no means lose any weight. Only those were seriously sick or emaciated who had been drinking methyl alcohol or benzene. There was a special hospital provided for sick foreigners.

The huts in the camps were cleaned every morning by special work-detachments who had remained in the huts - mostly by women. The straw in the strew-mattresses was replaced often enough.

The camps were surrounded not by barbed wire fences but only by ordinary wooden fences. Only the French prisoners of war had barbed wire fences around their camp. The camps were guarded by old people. Our camp commander was not bad. I never saw my fellow countrymen being beaten.

Medical attention was certainly good. We even had our own Russian woman doctor. I do not think that people were afraid to go and see the doctor. In the case of accidents, the people were immediately taken to the German factory hospital. Last year a fellow countryman visited me. He had had methyl alcohol poisoning and stayed for more than 8 months in the Hoechst hospital and

Document Jachne No. 19

Exhibit Jachne No.

later on in Frankfurt a.M. After one and a half years he was again released. It was a self inflicted injury, since he had been warned time and time again not to drink benzene or methyl alcohol. Later, after the Americans had already arrived, men from other plants procured methyl alcohol which they drank. 63 of them died in a single night as a consequence.

Elderly women from the Ukraine were employed in cleaning the hutments and in the sewing rooms. A girl of approximately 11 years of age worked in my kitchen, but only for half days and was given only very light work. In 1943 a Russian school with a Russian teacher and also a Kindergarten was established. Families could live together.

There were never any Russian prisoners of war employed in the factory. On the other hand, there were for some time German soldiers of Russian nationality - which had belonged to the Vlassov army - in the plant. These were people who had been fighting for Germany and had lost one arm or a leg.

Russian civilian workers were not used for antiaircraft, artillery. On the other hand, one part of our staff was employed later in the building of the western defences.

Frankfurt a.M.-Hochst, 9 January 1948

signed: Alex Snessarew

I, Helmut Eisenbletter, herewith witness and certify that the above signature is that of Alex Snessarew and that it was appended in my presence.

Frankfurt a.M.-Hochst, 9 January 1948

signed: Helmut Eisenbletter
Assistant Defense Counsel
Military Tribunal No. VI
Nuremberg

Document Jasme No. 19

Exhibit Jasme No.

I herewith certify that the above is a true and correct copy
of the original.

Nuremberg, 6 March 1948

signed: Dr. Hans Pribilla

Attorney-at-Law

AFFIDAVIT

I, Dr. Robert FEJNER, born on 15 July 1893 in Erbenhausen, district Alsfeld in Oberh., living in Frankfurt a.M.-Hochst, Eduardweg 10, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal, No. VI, in the Palace of Justice in Nuremberg, Germany.

I am employed as a chemist & manager of the acetic acid department. During the war, there were always five officials appointed to check on the food which the foreign workers received. I was one of these five officials who took weekly turns and I did this continuously from the beginning to the end. I have constantly checked to see if the men received their proper rations and have also investigated the cleanliness of the dining rooms. Finally I had to taste the meals. I had to enter the results of the investigation into the inspection book. I only had occasion once during the whole period, to describe the food as "bad". The food for the Russians, too, was wholly sufficient as far as the quality and quantity was concerned. This could be shown from the following: In the acetic acid department there was always an emergency night shift, and the workers were given a night meal. I have often declared that the Russian night-meal was considerably better and more.

plentiful and that I would have preferred it to the German meals. The menus were also adapted to the nationality. The Russians obtained more single dish meals, such as they were used to in their native land, whereas the Frenchmen obtained their meals subdivided into soup and a further course which they received on a plate having three compartments.

Frankfurt a.M.-Hochst, 9 January 1948

signed: Dr. Robert Kraemer

I, Helmut Eisenblaetter, hereby witness and certify that the above signature is that of Dr. Robert Kraemer, and that it was appended in my presence.

Frankfurt a.M.-Hochst, 9 January 1948

signed: Helmut Eisenblaetter
Assistant Defense Counsel
Military Tribunal No. VI
Nuremberg.

I herewith certify that the above is a true and correct copy of the original.

Nuremberg, 6 March 1948

Dr. Hans Pribilla
Attorney-at-Law

Affidavit.

I, Dr. Franz Spiess, born 18 March 1892 in Berlin, resident in Frankfurt am Main, Rosegger-Str. 15, having been warned that I make myself liable to punishment by making a false affidavit, hereby declare on oath that my statement is in accordance with the truth and was made in order to be produced as evidence before the Military Court VI (Case VI) in the Palace of Justice, Nuernberg.

- 1) In reply to the question as to the disciplinary treatment of foreign workers, I can state as follows:

Order No. 11 by Sauckel, applicable to both Germans and foreigners, issued at the end of 1943, laid down the regulations which were to be followed by the Betriebsfuhrer in the case of lack of discipline on the part of members of the personnel. This order established that slight cases should receive a warning, medium cases single fines and bad cases and repetitions of the offense repetitive fines. In cases of repeated lack of discipline where means available to the works had already been exhausted, it was laid down that German workers concerned should be reported to the Trustees of Labor and foreign workers to the Secret State Police (Gemeinsame Staatspolizei). In the period on which I am able to report (end of 1943 to March 1945), such reports of foreign workers to the Secret State Police occurred, in

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my recollection, in 3 or 4 cases. The reports concerned instances where 12 to 15 fines had been inflicted over a long period and the delinquent nevertheless continued to absent himself from work or made himself guilty of other offenses.

It may be stated in general that, in Hoechst, the policy as I found it and as I continued to conduct it was to get along with as few punishments as possible. The reports mentioned were therefore only made after repeated warnings and exhaustion of all other means. Moreover, one or more further warnings were always given verbally beforehand that the report would have to be made. The Labor Office was also asked whether there was any possibility that the person concerned could be assigned elsewhere. When the reports were made, they gave a list of all the measures that had been taken by the works, under reference to Order No. 11. There was no application made to have the offender placed in a labor camp. The Personnel Department did not make spontaneous reports. The order of procedure was on the contrary as follows: The works department concerned had repeatedly reported the man for punishment and pointed out the necessity of taking measures, as the man was insupportable. The cases were carefully investigated in consultation with the workers' committee. Reports on the conduct of the worker in other respects were obtained from the camp leaders and, as stated above, only after 12 to 15 warnings and fines, when no further means were available and the works nevertheless still demanded further measures, was the report made.

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Political agencies - apart from the co-operation of the workers' committee provided for by the works regulations - were not applied to.

The State Police (Staatspolizei) summoned the person concerned to Frankfurt a. Main for interrogation and once more verbally warned him, or kept him there and transferred him to a labor camp. In such cases, he returned after 3 weeks.

2) I have been informed of the purport of a meeting of the Mainau directorate of 24 January, 1944, according to which foreigners who did not return from leave were to be dealt with by the SS. Nothing was known to me of this in the Hoechst Social department. Cases of foreigners not returning from leave were very few and most of them had excuses which had to be recognized. At any rate, no contact with the SS concerning these cases ever took place in Hoechst.

3) In regard to the meeting of the directorate of 10 July 1944, in which Director Roth reported on the measures against the thefts of alcohol by foreigners, I can state as follows:

It was pointed out by the authorities that the cases of physical injury and death resulting from methyl-alcohol originating from the Hoechst Works had greatly increased and that strict measures were to be taken. It was stated that in Ruesselsheim, 22 deaths had taken place in consequence of methyl alcohol poisoning, and that the Gestapo had accordingly taken the most severe measures against foreign workers who had been caught

- 4 -

at illegal trading in alcohol or methyl alcohol. The Hoechst Works could not do anything about this, but endeavoured to safeguard more securely the sources from which alcohol or methyl alcohol could be stolen. If, with the object of preventing the further loss of labor to the works in this manner, the proposal was made, that a branch of a workers' disciplinary camp should be placed in the works, this proposal was not further pursued. Nor can I even remember from what quarter it came. In any case, it was based on the desire not to let any workers be drawn into the disciplinary labor camp.

4) In regard to the minutes of the meeting of the technical Mainau Directorate of 4 September, 1944, according to which employees of the works, including also foreigners, were compelled to do fortification work on the western defenses, I can state that this was in obedience to an order from the high political and State authorities.

Frankfurt am Main, 16 January 1948.

Signed: Franz Spiess

No. 19 of the archives Roll for 1948:

The above signature of Dr. Franz Spiess, Court Assessor (retired), of Frankfurt a. Main, Rosener Str. 15, was affixed personally before me, and is hereby certified.

Frankfurt am Main, 16 January 1948

Signed: Dr. Rembert
(Dr. Rembert)
Notary

Bill of Costs:
Value: RM. 3,000.--
Fee, Para. 26, 39 RKO = RM. 4.--
Turnover tax 3% = " 0.12
Total RM. 4.12
=====

Notary.

I hereby certify that this is a true and correct copy of the above document.

Signed: Dr. Hans Pribilla
Attorney.

APPIDAVIT

I, Peter KULMANN, born on 15 July 1900 in Frankfurt/Main - Unterliederbach, domiciled at Göttenstrasse 123, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to Military Tribunal VI (Case VI) in the Palace of Justice at Nuremberg.

Since 1943 I have been in charge of the Bosch plant Works Police (Werkschutz) which was founded in 1920. The task of the works police is the guarding of the plant and its protection from burglary. The sentries are called guards. At the end of 1944 the Police ordered that the works police be armed. Although we always fought against this order, eventually we had ^{to} carry it out; we made however one condition: that we should not become subordinate to the Police. Pistols were only issued to those guards who had to check at the gates, and only while they were on duty. They were not allowed to wear the pistols openly, but hidden in their pockets, so that most of the staff did not know that the works police was armed.

The works police had the same duties in regard to foreign as to German workers, i.e. they had to check them when they entered or left the plant, they also had to investigate when burglaries had occurred. The works police had no special duties in connection with the foreign workers.

Document Jaehne No. 22

Exhibit Jaehne No.

At that time we issued six gas pistols to the guards at the foreign workers' camps, but these could not cause any injuries.

The foreign workers were mostly accommodated outside the plant in hells or other private billets. There were also foreign workers' hutments. None of these were fenced in with barbed wire except the prisoner of war camps. You did not have the impression that the foreign workers were in any way hindered in their freedom of movement, as they were allowed to walk about freely everywhere.

It is correct that for some time by order of the Police all foreign workers had to wear badges. However, most of the foreigners did not follow this order, and soon it was completely ignored.

Frankfurt/Main-Hoechst, 7 January 1948

signed: Peter Kullmann

I, Helmut Eisenbretter, herewith certify that this is the signature of Peter Kullmann, who signed in my presence.

Frankfurt/Main-Hoechst, 7 January 1948

signed: Helmut Eisenbretter
Defense Counsel Assistant at the
Military Tribunal VI in Nuernberg

I herewith certify that this is a true and correct copy of the above document:

Nuernberg, 6 March 1948

signed: Dr. Hans Pribilla
Attorney-at-Law

AFFIDAVIT

I, Josef EMS, born on 25 September 1894 at Eltville/Rhine, domiciled in Frankfurt/Main - Schwanheim, Blankenheimerstrasse 46, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to Military Tribunal VI (Case VI) in the Palace of Justice at Nuernberg.

I am Chief of the Labor Office of the Hoechst Dyestuffs Factory. I have found and looked through 300 index cards of Belgians who were employed at the plant during the war. All these cards are of people who were made available by Belgian firms who continued to look after them. Of these 300 Belgians more than 30 had their wives follow them, and these were also employed in the plant. Some of the wives just looked after their households or worked elsewhere. I found one case where two young Belgians had been joined by their mother.

I should like to add that the foreign married couples went on holiday together and also returned together.

Document Jechne No. 23

Exhibit Jechne No.

All this goes to show that foreigners worked for us voluntarily
and that they liked it with us.

Frankfurt(Main)-Hochst, 9 January 1948

signed: Josef Ems

I, Helmut Eisenbletter, herewith certify that this is the signature
of Josef Ems, who signed in my presence.

Frankfurt(Main)-Hochst, 9 January 1948

signed: Helmut Eisenbletter
Defense Counsel Assistant
at the Military Tribunal
in Nuernberg.

I herewith certify that this is a true and correct copy of the
above document.

Nuernberg, 6 March 1948

signed: Dr. Hans Pribille
Attorney-at-Law

Document Jsehne No. 4

Exhibit Jsehne No.

A f f i d a v i t .

I, Alois B r i s b o i s , born on 30 November 1885 in Frankfurt/Main, domiciled at Frankfurt/Main-Hoechst, Emerich Josefstrasse 55, have been warned that I shall be liable to punishment for making a false statement. I herewith declare ^{under oath} that my statement is true and was made in order to be submitted as evidence to Military Tribunal VI (Case VI) in the Palace of Justice at Nurnberg.

.....

With regard to the foreign workers I can only state that they were treated very well. I am in a position to judge this, because from 1943 on I was in charge of the foreign workers' re-training center and witnessed with my own eyes how they were treated. I was always under the impression that the foreign workers were given better food than we. They were not beaten or otherwise badly treated. We gave them the same treatment as the German workers.

Some boys between 12 and 14 years of age - approximately 5 or 6 - were employed by us at the request of their parents, without strict supervision. They only did very light work, suitable to their age, .

Document Jaehne No. 4

Exhibit Jaehne No.

which was more or less a farce, in order to enable them to get the same extra rations as the grown-ups. The boys liked being with us, and were jolly and gay.

.

Frankfurt/Main-Hoechst, 7 January 1948

signed : Alois Brisbois.

I, Helmut Eisenblaetter, herewith certify that this is the signature of Alois Brisbois who signed in my presence.

Frankfurt/Main-Hoechst, 7 January 1948

signed : Helmut Eisenblaetter
Defense Counsel Assistant at the
Military Tribunal VI in Nuernberg.

I herewith certify that this is a true and correct copy of the above document :

Nuernberg, 6 March 1948

signed ; Dr. Hans Pribilla
Attorney-at-Law.

Affidavit

I, Dr. Ing. Siegfried KIESSKALT, born 5 October 1897, at Nuremberg, residing in Frankfurt/Main, Karlsruherstrasse 2, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be produced in evidence before the Military Tribunal VI (Case 6) at the Palace of Justice in Nuremberg.

.....

5) Employment of Foreign Workers.

In the course of the years, the Hoechst Works, like any other German industrial undertaking, were assigned a large number of foreign workers of various nationalities as labor. The Hoechst Works accepted the foreign workers only reluctantly, but were compelled to take them in order to fill the production orders. Scattered settlements and camps were set up for these workers under great difficulties as regards material and at great financial cost calculated both as a whole and per head. Not only the works management itself (Professor Lautenschlaeger) and the employees commissioned with the camp management, but also Herr Jaehne, who was in charge of all investment costs, strongly advocated this. Although I myself did not handle these matters, I was often present at discussions which concerned regular food rations and additional rations

as well as programs for leisure, clothing, etc. The foreign workers were in principle subject to the same working conditions as the German employees. In view of the fact that Hoechst actually did not produce war materials, the whole system appeared to me, from the standpoint of this sector also, as unobjectionable.

.....
Frankfurt/Main, 29 January 1948

signed: Dr. Siegfried Kiosskalt
Dr. Ing. Siegfried Kiosskalt

No. 92 of the Document Roll for 1948

I hereby certify the above signature of Herr Dr. Ing. Siegfried KIESSKALT, residing in Frankfurt on Main, Karlsruherstrasse 2.

Frankfurt on Main, 29 January 1948

(Stamp)

signed: Dr. Karl Basor
Notary

Costs:

Value: RM 3,000.-

Fees as per par. 39, RKO RM 4.-

Turn-over tax
Total: -- $\frac{RM\ 0.12}{RM\ 4.12}$ --

It is hereby certified that the above is a true and correct copy.

Munich, 6 March 1948

Dr. Hans Pribille
Attorney-at-Law.

Affidavit

I, Heinrich HUMANN, Diplom-Ingenieur, born on 22 September 1893 at Bayreuth, Bavaria, residing in Frankfurt-Hoechst/Main, Emmerich-Josephstrasse 38, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be produced in evidence before the Military Tribunal VI (Case 6) at the Palace of Justice in Nuremberg.

.....

2) As far as foreign workers are concerned, I can testify that Herr Jaehne was always anxious to maintain the standard of living for the foreign workers in the technical departments as high as wartime conditions in a country affected by a blockade permitted it. The mere fact that no cases of escape occurred proves that the foreign workers employed by us were not oppressed or terrorized. They worked in the works under the same conditions as the German workers. The food supply was so good that the German workers often protested against these conditions, because they thought that the food they received was not so good as that served to the foreign workers. The foreign workers, with the money they earned, soon added to their primitive clothing shoes and German clothes from private sources. Some of them also had their relatives and acquaintances follow them and applied for living quarters for whole families.

In such instances Herr Jachno, among other things, recommended these applications to be approved. Foreign workers from the East often declared their intention of staying in Germany after the war, because conditions there were better than in their home countries. The fact that workers returned from their leave to their place of work seems to prove the correctness and sincerity of these statements. No cases of mistreatment of foreign workers in the Hoechst Works came to my attention. Special wine rations were distributed after air raids. Foreign workers also were included in these distributions.

Several cases known to me in which foreign workers had their relatives follow them, are stated below:

The electric mechanic Johann Jansen, a civilian worker, Serial Number 47826, was hired by the electric technical workshop on 3 May 1943. Jansen was granted leave from 23 August to 6 September 1943 and from 1 February to 14 February 1944 to see his family. In 1944, Jansen had his wife Maria follow him, and she on 13 November 1944 was hired as a helper in the electric technical workshop S 91.

Document Jachno No. 3
Exhibit No.....

The Dutch civilian worker Boehle also had his wife come to Hoechst.

The French civilian worker Simonin, Serial Number 45446, was employed in the electric technical workshop A 1 (S 91) since 6 November 1942. He also filed application to have his wife come to Hoechst.

Frankfurt-Hoechst/Main, 26 January 1948.

signed: Heinrich Humann
Heinrich Humann

Document Roll No. 137, Year 1948

The above signature of Dipl.Ing.Heinrich Humann, residing in Frankfurt/Main-Hoechst, recognized by me, was affixed today in his own handwriting, which is hereby officially certified.

Frankfurt/Main-Hoechst, 26 January 1948

(Stamp) signed: Joseph Hilf
Notary

Fees as per par. 39, RKO	RH 2.—
Turn-over tax	RH -.06
	<u>RH 2.06</u>

signed: Hilf
Notary

It is hereby certified that the above is a true and correct copy.

Munich, 6 March 1948

Dr. Hans Pribilla
Attorney-at-Law.

A f f i d a v i t .

I, Dr. Ernst Engelbertz, born on 25 May 1891 at Bergneustadt (Cologne district), domiciled in Frankfurt/Main-Griesheim, Altgriesheim 86 H, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI (Case VI) in the Palace of Justice at Nürnberg.

The entire Griesheim plant consisted of two parts: the chemical plant and the Griesheim-autogen plant. Towards the end of 1941 foreigners were employed in both plants to a steadily increasing extent in order to replace the German workers called up by the Wehrmacht. At the autogen plant also French prisoners of war were employed. They were mainly skilled workers, such as lathe-hands and welders, who were almost exclusively engaged in the construction of apparatus. The following table provides a survey of the number of foreigners employed at the Griesheim and Griesheim-autogen plants:

Date:	Total number of the foreigners employed:	of these a) volunteers employed by the firm	b) prisoners of war
1.1.42	114	48	0
1.7.42	517	141	141
1.1.43	577	268	155
1.7.43	856	309	150
1.1.44	744	226	50
1.7.44	738	198	48
1.1.45	687	126	48

The employment of the foreigners was partly carried out by the so-called "employment of firms", i.e. foreign firms were commissioned to carry out skilled work under German supervision on a contract basis. These firms furnished the necessary workers and paid them their wages. Meals, accommodation, medical care, etc. was provided by the plant. As far as one could tell they were absolutely voluntary workers.

The complete foreigners' card index of the medical station is still available. According to this, as time went on, a little over 1100 foreigners were employed at the Griesheim plant. The card index shows that the foreigners received conscientious and first class medical care. During the whole time only 11 foreigners died. Four of these were cases of poisoning with Methanol, which Eastern workers had obtained illegally.

The catering for the foreigners was at first done by the factory kitchen of the Hoechst plant. Later on, when more foreigners were employed, a modern factory kitchen was set up to cater specially for them. In conformity with official directives the rations for the foreign workers - with the exception of the so-called Eastern workers - were the same as those for the Germans. In order to provide the same rations for the Eastern workers too, the plant illegally procured additional rations.

The foreigners were at first accommodated in the former recreation center of the plant, and later on in newly set up hutments. Each hut was fitted with baths and central heating

and there were suitable air raid precautions. When later on the danger from air raids increased and a bomb proof shelter was built for the staff, the foreigners and Germans alike had access to it.

In fact, the plant management attached great importance to the foreigners being treated the same as the Germans, that they were treated decently and in conformity with the laws of humanity. For instance, the camp personnel and the works police (Werkchutz) were strictly forbidden to beat foreigners. I only know of one case where this rule was violated; the works policeman concerned was punished and dismissed.

Frankfurt/Main-Griesheim, 13 February 1948

signed: Dr. Ernst Engelbortz

Document Scroll No. 94 of 1948

I herewith certify that this is the signature of the Chemist Dr. Ernst Engelbortz, Frankfurt/Main-Griesheim, Alt Griesheim 86 H.

Frankfurt/Main, 18 February 1948

signed: Signature

(Seal)

Expenses

Value: unknown	
Fee RKO Paragraph 114,26,39	4.-- RM
Turnover tax	-.12 RM
	<u>4.12 RM</u>

The Notary

signed: Signature

I herewith certify this is a true and correct copy of the above document:

Munich, 6 March 1948

signed: Dr. Hans Pribilla
Attorney-at-Law.

CERTIFICATE OF TRANSLATION

16 March 1948

we,

Julius J. STEUER, AGO No. A 442654,
Brigitte TURK, ETO No. 35130,
Eugen R. KUN, AGO No. D-429798,
Alfred RAHL, No. B-398081
Leonard J. LAWRENCE, ETO No. 20138,
Patricia E.C. WOOD, ETO No. 20139,
Anne MARTIN, ETO No. 20144,
Beryl C. BESWICK, ETO No. 20183

hereby certify that we are duly appointed translators for
the German and English languages and that the above is a
true and correct translation of Document Book 1, Jaehne.

Julius J. STEUER,
AGO No. A 442654,
(pages 1-9, 72-76)

Brigitte TURK,
ETO No. 35130
(pages 10-17, 66-71, 77-79)

Eugen R. KUN
AGO No. D-429798
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Case 6
Defense

Military Tribunal No. VI

- Case 6 -

Document Book II

for

Friedrich Jaehne

Presented by

Rechtsanwalt

Dr. Hans Pribilla.

Pribilla



I n d e x

t o

Jachne Document Book: II

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28	Letter from the Reich Labor Trustee Hessen, dated 22 October 1941, on the employment of assembly firms. The instructions for the employment of assembly firms are appended to the letter.	7-15

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- 32 Circular letter from the District (Land) Office of the German Labor Front, Hessen/Nassau District, dated 23 September 1944. The Betriebsfuehrer should take stringent measures against slackers. The Betriebsfuehrer did not always make use of their disciplinary opportunities. "The Plenipotentiary General for Labor Allocation therefore felt himself obliged to take punitive measures in accordance with Article 7 of decree No.13 against Betriebsfuehrer and their assistants who shunned this responsibility". 26-28

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| 33 | | Inter-departmental letter from the Personnel Department, dated 2 December 1942. Numerous breaches of discipline had been committed by foreigners. It was therefore necessary, in order to avoid such occurrences in future, to give the incoming foreign workers thorough training, e.g. on the care of works property, the regulation forbidding the transfer of passes, cleanly and hygienic habits. | 29 |
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| 36 | | Punishment of the German Alfred Schmidt with immediate dismissal on 5 March 1943, by order of Prof. Lautenschlaeger, because he had taken money from an Italian. | 37 |

Dr. Hans Pribilla
Defense Counsel
for
Friedrich Jaehne,
Military Tribunal
VI - Nürnberg.

Nürnberg, 22 March 1948

C o r r e c t i o n

concerning document books J a e h n e II and III:

- a) Page IV of the index of the document book Jaehne II contains uncorrect document numbers :

✓	doc.number 38	should be	doc.number 37
✓	" "	" "	" "
✓	" "	39	" "
✓	" "	40	" "
✓	" "	41	" "
✓	" "	42	" "

- b) In document book III the number of the first document is uncorrect :

doc.number 37 should be doc.number 42
on page 1 as well as in the index:

corrections made
H.S.

sign. Dr. Hans Pribilla
Lawyer

Exh.No.	Doc.No.	Document	Page
	37 7	Memorandum from the Social Welfare Department, dated 14 August 1942, and letter of the same date to the French civilian worker Langlois. Langlois might rent a room, although by so doing he cut himself off from camp rations, and would, in the long run, have less food. It was in the interest of the plant that the Frenchman be permitted to find private accommodation.	38-40
	38 8	Circular letter from the Personnel Department, dated 26 June 1943. The French prisoners of war had been transferred to the status of civilian workers, and were thus to receive the same treatment as the other foreign workers.	41-43
	39 39	Circular letter from the Personnel Department, dated 14 October 1943. Priorit cards had been issued to all members of the staff and also to the foreign workers, in the same quantities.	44
	40 40	Letter from the Mannheim District Children's Hospital, dated 15 June 1945. The letter indicates that Dr. Kuhn of Hoechst had sent 5 children of eastern workers to the Tuberculosis sanatorium on 6 March 1945.	45-46
	41 41	Program for the 1943 Christmas Celebration of the foreign workers of the Frankfurt/Main-Hoechst Works.	47-49

Regional Armament Office Frankfurt/Main
of the Reich Minister for
Armament and Munitions

Frankfurt/Main, 31.....

File No. 96a 14.24 Gr.Z (Mr/Hl)
No. 13366/42 of.

Re: Utilisation of foreign labor.

It is impossible at present to assign German skilled labor or trained workers to the plants, since all of them, if they are not yet in the Wehrmacht, are employed in key positions on work for the Wehrmacht, or cannot be transferred for other reasons (state of health, inability to leave the place where they are at present, etc.)

The skilled workers which will be drafted in the future can only be replaced by foreign labor, mainly Soviet Russians. The same applies to the man power required for the increased production. The Betriebsführers are once more asked to take special note of this and to make their dispositions accordingly.

Wehrmacht Branches' Groups of the Regional Armament Office have already requested a number of firms to give information as to their present manpower requirements. Assignments can only be made as far as available housing facilities allow and if approved by the German Labor Front and the Gestapo. It is requested that the Regional Armament Office be kept posted regularly with regard to available accommodation and that the actual assignment of foreign labor be reported to the Regional Armament Office, Group Z by telephone or by means of a short written note. As the assignment is directed from here, this report is absolutely necessary in order to be able to keep the records of the Regional Armament Office always up to date.

-3-

In cases of housing difficulties the assistance of the Labor Office shall also be requested besides that of the Regional Armament Office, in order, in case of need, to make emergency accommodation available. It has been established that the numbers required, as reported to the Regional Labor Office frequently do not correspond with the demands in the possession of the Labor Exchange (Arbeitsamt). It is requested that particular attention be paid to this point, and that in such cases corrected requirements be sent to the Labor Exchange.

By far the largest part of the available foreign labor consists of auxiliary labor which must be trained by the plants. Scarcely any skilled labor is available. As more female workers arrive than male workers, we request that special attention be paid to the possibility of employing foreign women as workers.

The conferences on the distribution of the transports, which are constantly arriving are at present held as a rule on Thursday morning. We therefore request that reports should always be submitted by Wednesday afternoon at the latest.

Heil Hitler !

Draft signed by: K l e i n

Colonel and Commanding Officer

Distribution:
(Handwritten)
To Herr Mueller
" " Jung
" " Schlegelmilch
Discussed with: signel Hirschol

Certified true copy.
Signature
Major and W.M.A Fue (?)

I herewith certify this to be a true and correct copy of above document.

Nuerberg, 9 March 1948

Dr. Hans Pribilla
Attorney-at-Law

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Note for the files.

17 February 1944

Dr. S/Eir.

Re:

Labor requirements.

We discussed over the telephone with the Gau Labor Office and the Regional Armament Office the assignment of labor to cover our requirements for the carrying out of war essential productions and the construction of high priority projects. We pointed out that it is impossible for us to reach the production set us by government orders (Produktionsauflagen) and that we are also unable to observe the deadlines for the completion of new plants. Both offices explained that no labor can be made available for us at the present moment, particularly after the air attacks on Frankfurt.

The few foreign workers available are needed to complete special programs ordered by the Fuehrer.

We cannot count any longer on the assignment of the 120 Italian Military Internees who came here ^{already} once/for a few hours. The need of labor in the city increased considerably after the bombing attacks, and the Eastern workers who were destined for the relief of the Italian Military Internees are employed elsewhere, or will be used on the completion of special programs ordered by the Fuehrer, as soon as the camps are again available. We were unable to induce Major Schleipen to give us any promise to enable us to carry out at least the most urgent manufactures, as ordered. He pointed out that it might perhaps be possible in the future under the new measures being planned to put labor at our disposal.

-2-

but in any case he could not help us at the moment, although he recognized the great importance of our productions.

Major Schleipen announced that the procedure regarding the demands for labor as developed by the Reich Minister for Armament and War Production is to be altered. Everything is not to be allowed any longer to converge in Berlin and form there an enormous soap bubble, as he called it, but the distribution of labor will be left to the individual armament inspectorat. However, it is essential here too that labor for distribution should at any rate exist.

In these circumstances, use of foreign contractors which at present is being carried on by the General Plenipotentiary Chemistry (GB Chemie), gains in importance, especially as the General Plenipotentiary for the Employment of Labor (GBA) has obviously abandoned his opposition to this method of procuring labor. According to our data, the

Belgian firms have still to provide about 300 workers
and the French " " " " " " 585 " .

The suggestion is made ^{to} interest the foreign firms more than ever in the fulfilling of their contracts and to support them in every way. Moreover, we can still count

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Document Jahne No. 26

Exh. Jahne No.

-3-

on about 50 convicts whom the prison in Freungesheim will put at
our disposal.

signed: signature

Distribution:

Dir. Dr. Fehrle
Dir. Dr. Lenge
Dir. Dr. Roth
Dir. Dr. Winnacker
Dir. Dr. Hilcken
Bureau of the Chief Engineer
Utilisation of Labor through Dr. Pape.

I herewith certify the true and correct copy of the above document.

Muerberg, 7 March 1948

Dr. Hans Fribilla

Attorney

-5-

The utilisation of industrial foreign labor in Germany.

By Senior Government Councillor Dr. Letsch,
Berlin.

.....
V 44 Reich Labor Gazette Part V
(Social Germany)

No. 3, 1941

.....
The recruiting of foreign industrial labor is on a v o l u n t a r y

b a s i s . This goes without saying in the case of the allied

countries. However, in view of contrary assertions in the enemy press
it is necessary to emphasize that the same principle is also applied
to recruiting in the occupied territories. Moreover, the employment
of compulsorily recruited labor would scarcely serve the interests
of the German plants. The increase in the results, furnished by the
employment agencies, proves that it is also possible to recruit
volunteers in the occupied territories without compulsion.

.....
I herewith certify the true and correct copy of the above document.
Euarberg, 7 March 1948

Dr. Hans Fribilla
Attorney

Document Jeehne No. 28

Exhibit Jeehne No.

The Reich Trustee of Labour
For the Economic District of Hesse

Frankfurt a.M.,
22 October 1941
Moselstrasse 62
Telephone 31841-43.

Reference : XI I 1 h

To the :
Leader of the Works
of the I.G. Farbenindustrie
Aktiengesellschaft,

Frankfurt-Main - Hoechst

Social Department
24 October 1941.

Subject : Allocation of Belgian and French Assemblage Firms;
Here : Letter of the Regierungspräsident
(Führungstab Wirtschaft - Management Staff Economy)
Wiesbaden, of 26 September 1941 to your firm.

I return herewith together with enclosure the letter handed
to me at the meeting on the 16th instant.

As the compensation rates are laid down under No. 6 of the
enclosure, and commission (Auslösung) is also provided for
under the regulations of the General Plenipotentiary for Chemistry
in Berlin, in consultation with the Reich Labor Ministry, there
is no objection to be raised on my part against the rates
quoted.

For :
signed: Signature

Enclosure

Document Jaehns No. 28

Exhibit Jaehns No.

The Regierungspraesident
Management Staff Economy
(Fuhrungsstab Wirtschaft)
for the Military-Economic District XII

The Plenipotentiary of the
General Plenipotentiary for Special Questions
of Chemical Production.

Wiesbaden, 26 November 1941

Hoechst Directorate Department
29 September 1941 - 9

Social Department
29 September 1941

Reference : GB-Chem 912/Gue/R

To the
I.G. Farbenindustrie A.G.
Frankfurt/M. - Hoechst.

Subject : Supply of your Labor Requirements (building and plant)
by assignment of foreign worker teams in firms'
allocation.

As the supply of labor by the means hitherto available becomes
ever more difficult, I am trying to see what can be done,
through the Plenipotentiaries of the General Plenipotentiary
Chemistry abroad, principally in Brussels and Paris, to obtain
the assignment of teams on the basis of a contract to be con-
cluded between yourselves and a foreign contractor. I hope it
will be possible in this way to cover at least a part of your
needs.

This will essentially be dependent on your being able to supply
the necessary conditions. For further details, I would refer you
to the directions herewith enclosed. The assignment of labor
will take place in accordance with the work contractually allo-
cated by you to the contractor and in detail will be carried
out in accordance with your directions. The foreign firm

will receive a compensation rate per man per hour and a commission (Ausloesung) per man per day. The payment of the workers is carried out by the foreign contractor on the basis of the same wage scale as would be paid to a German worker assigned in firms' allocation for the same work in your plant.

Full board and lodging are to be provided by you against refund of the costs. Housing is to take place in company and feeding to be as far as possible in accordance with national custom. As it concerns free civilian workers, the greatest attention should be paid by you to the question of board and lodging. I shall be pleased to answer any further enquiries.

In order to enable me to pursue further the question of the possibility of this kind of assignment without delay, please let me have the following information, regardless of what other points might still require clarification:

1. The kind of work to be carried out; statements should be as precisely detailed as possible, so that the team can be made up with the appropriate workers.
2. Comparable local tariff rates;
3. Arrangements proposed by you in the matter of board and lodging and information as to whether housing is ready for possible immediate assignment.

Based on my telephone conversation with you, I have in mind first of all the following requirements to be covered:

Assemblage workers

28 general mechanics
10 pipe fitters
38 electrical fitters

76 (total requirements)

Plant workers

300 chemical workers

THE PLENIPOTENTIARY
signed : Signature

Document Jaehne No. 28

Exhibit Jaehne No.

Subject : Allocation of Belgian and French Assemblage Firms.
Basic principles agreed upon.

The enclosed draft contract, drawn up by the General Plenipotentiary for Special Questions of Chemistry Production, Berlin, in agreement with the Berlin Central Agencies, detailed regulations regarding the legal social and tax position of the labour allocated by the foreign assemblage firm, will instruct you regarding the conclusion of the contract and the detailed regulations contained therein.

Please pay special attention to the points named below, and see to their careful, and prompt execution during the approval and handling of the contracts.

1.) Approval of the Contract.

Immediately on conclusion, the contract is to be sent in duplicate to the District Labor Office concerned. Two copies are also to be sent to the General Plenipotentiary for Special Questions of Chemical Production, Berlin, Department T, and a further copy to me for my information. The GB-Chemistry, Berlin, will without delay submit the contract to the Reich Labor Ministry, which will, if possible on the same day, telephone its approval to the District Labor Office concerned and at the same time to the Labor Assignment Administration in Brussels or Paris respectively. All formalities can therefore be settled within 3 - 4 days of the conclusion of the contract. There will then be nothing more in the way of the transport of the foreign workers to Germany.

2.) Social Insurance. _

The foreign workers allocated by the foreign assemblage firms will be subject during their allocation in Germany to the labor and social insurance provisions applicable in Reich territory, including the German tariff regulations applicable for the place of work. The employer must therefore arrange for the corresponding contributions to be deducted from the total amount and allocated to the appropriate funds.

3.) Wages Tax _

The foreign assemblage workers are likewise subject to the German tax provisions in regard to wages and are therefore to a certain extent subject to taxation. The tax deductions are accordingly to be made ^{and/} by you/allocated for account of the loaning firm (Leihfirma) to the German agencies concerned.

The foreign workers are thus to be treated in the same way as corresponding German workers.

4.) Income Tax of the Loaning Firm. _

The foreign assemblage firm is also subject to the German tax provision applicable to foreign firms operating in Germany and will be assessed for taxes.

5.) Wage Scales. _

On commencement of the negotiations with the foreign firm, please let me have without delay the wages scales applicable for your locality to the worker trade groups which are to be included in the contract, together with bonuses and conditions in detail. The wages scales will not be named in the contract, but they will serve the official agencies of the

GB Chemistry in Brussels and Paris as bases of negotiation with the Labor Assignment Administration abroad.

6.) Compensation Rates, Commissions (Ausloesung), Holidays.

The Reich Ministry of Labor (PAM) has approved the following maximum rates :

a) <u>Basic rates:</u>	Chief fitter	RM 2.20 per hour
	Mechanic	" 2.— " "
	Gas & Electric welders	" 2.— " "
	Assistant mechanics & other trades	" 1.60 " "
b) <u>Commission:</u> (Ausloesung)	Chief fitter	" 4.50 " day
	all others	" 3.50 " "
c) <u>Board & Lodging:</u>	General	" 2.50 " "

d) Holidays: With respect to the regulations of holidays, the provisions on Page 2, paragraph 3 of the enclosed draft contract are to be followed analogously. Should the Belgian assemblage firm insist on the Belgian workers being allowed unpaid holidays more often than would be admissible under German labor law, it will be left to your judgment to make suitable arrangements in the sense of the regulations indicated.

7.) Tools.

The assemblage firms have agreed under 6) of the compensation rates named to include the necessary tools without extra charge. It would therefore be worth while to try and ensure that this condition is put into effect in future. In some cases, it has been possible to get underclothing also included as articles of equipment of the assemblage workers without extra cost.

8.) Conversion of Existing Contracts.

Already existing contracts concluded with Belgian and French assemblage firms are to be converted or amplified respectively in accordance with the foregoing explanations and with the enclosed specimen contract as approved by the Reich Ministry of Labor.

The Plenipotentiaries of the GB in Brussels and Paris have reserved to themselves the negotiating of these contracts and I request you, therefore, not to do anything on your part in this direction for the present. The date fixed for the beginning of the new contract is 1 June 1941.

9.) Transfer of Payment.

a) Foreign Currency Applications.

Immediately on the conclusion of the contract, you will apply for foreign currency in amount of the total wages sum for a period of employment of about 3 or 6 months; in the case of larger wage totals, the shorter period is to be preferred, in order not to let the application sum appear too large.

The application is to be sent in duplicate to the GB Chemistry, Berlin, Department T, and a third copy to me. The further transmission and approval by GB Chemistry to the Reich Economic Ministry will be effected immediately and the latter, after checking, will advise the appropriate Finance Office. You must also inform your Finance Office of the application made for foreign currency.

b.) Transfer approval. As GB. Chemistry has, in some cases to provide finance/^{in advance/}for the transport and the expenses for the foreigners from the time of hiring until their arrival, the foreign currency applications

Document Jaehne No. 28

Exhibit Jaehne No.

must request not only approval for transfer of payment to the foreign assemblage firm concerned, but also of the expenses:

Belgium: "Belgier-Montage" at the
Continentrale Bank, Brussels

France: "Franzosen-Montage" at the
Banque pour le Commerce et
l' Industrie, Paris

This will ensure that the amounts advanced by the Gb. Chemistry will be repaid without a special transfer approval.

c. Transfer of Payment:

You will give telegraphic order for transfer to the Deutsche Verrechnungskasse, Berlin, for telegraphic transfer to:

Emissionsbank, Brussels, or,
Banque de France, Paris, respectively

for payment to the accounts concerned. The order for transfer must specifically indicate this method. After receipt of advice by the Deutsche Verrechnungskasse, Berlin, 4 days must be reckoned as the time required for this method of transfer.

It would be advisable that you give this transfer order regularly every week, after presentation of the account for hours worked by the allocated assemblage team, in amount of 75% of the final sum, under deduction of :

- 1.) the social contributions for allocation to the German Fund,
- 2.) the wage tax for allocation to the Finance Office,

Document Jsehne No. 28

Exh. Jsehne No.

- 3.) the costs calculated for board and lodging,
- 4.) any sums advanced to the foreign assemblage workers
as pocket money.

The remainder will then be transferred, after presentation of the final account and after adjustment on account of the sums advanced by you in Paris and Brussels.

If any further questions should arise which require clarification, please let me hear from you by return.

Heil Hitler !

I certify that this is a true and correct copy of the above document.

Nuremberg, 10 March, 1948.

Dr. Hans Pribille
Attorney.

Autonomous Labor Supervision

C. No. 700
25. 2. 1944

Circular Letter.

Subject:
Labor protection for foreign workers and Eastern workers.

The Reich Labor Minister issued regulations on the labor protection of foreign workers in a decree dated 8 January 1944. This decree came into effect on 15 January 1944.

Foreign workers within the meaning of the new decree are all workers from territory outside the frontiers of the Reich including foreign workers from the Generalgouvernement.

Eastern workers are the workers named in the decree on the employment conditions for Eastern workers dated 30 June 1942, that is, those who came from former Soviet Russia and from the Polish territory occupied by the Russians in 1939.

The labor protection law for German workers applies in the case of workers from the Protectorate of Bohemia and Moravia, from Luxembourg, Lorraine, Alsace, from the liberated territories of Lower Silesia, Corinthia and Krain and from the Bialystok district. The same applies to workers from the following States: Bulgaria, Denmark, Estonia, Finland, Italy, Croatia, Latvia, Holland, Rumania, Spain, Switzerland and Hungary, as well as for Flemings who can prove their Flemish nationality by an official certificate.

For all other foreign workers and Eastern workers, labor protection will be subject to the new decree of the Reich Labor Minister, which lays down the following basic regulations:

- 1) workers over 16 may be employed up to 60 hours a week,
- 2) The maximum weekly working time for female workers over 16 is 56 hours,
- 3) Working time for youths under 16 amounts to 54 hours a week.

In all three cases the intervals for rest are not included. The new regulations do not apply so long as longer working hours are laid down for German personnel.

- 4) Daily working hours for female workers over 16 and youths under 16 should in general not exceed ten. During working hours, the same breaks are to be allowed as are prescribed for German personnel.
- 5) The minimum off-duty period is ten hours, as long as shorter periods are not laid down for German workers.
- 6) Female workers over 16 may be employed during the night between 11 p.m. and 5 a.m. only if an emergency can be proved. Employment of women during the night is to be reported to the Gewerbeaufsichtsamt (Trade Supervisory Office), giving reasons,
- 7) Youths under 16 may not be put to work during the night.

Document Japhno No. 29

Exhibit Japhno. K9: : :

- 8) Work on Sundays and feastdays^{is} permissible only if this work is customary in the running of the factory; otherwise in exceptional circumstances.
- 9) Children under 12 may not be put to work.
- 10) The employment of children under 14 is allowed only up to a maximum of four hours per day, with suitable light work, but not at night and on Sundays and feastdays.
Child labor must be reported to the Gewerbeaufsichtsamt (Trade Supervisory Office).
- 11) For expectant mothers, women in childbirth and nursing mothers, the minimum protection for special groups of working women applies. This means that they may not be employed on dangerous work. Expectant mothers are moreover entitled to refuse to work if they establish that they will probably be confined in the next two weeks. Women in childbirth may not be put to work until six weeks after their confinement.
- 12) Regulations on protection against accidents and occupational diseases including the regulations on employment prohibitions and on dangerous work which apply for German employees are applicable for foreign and Eastern workers.

We request the Department Chiefs and Betriebsführer to observe these new regulations in the employment of foreign workers and Eastern workers.

Document Jaehne No. 29

Exhibit Jaehne No.

In order to comply with the new legal regulations, would you please let us know immediately:

- a) in what cases female foreign and Eastern workers are employed at night
- b) to what extent Eastern worker children between the ages of 12 and 14 are put to work.

PRINCIPAL DOCUMENT

signed: Hirschel

The copy of the above document is herewith certified true and correct:

Dresden, 9 March 1946.

Dr. Hans Leibilla.

To the Department Chiefs and Betriebsfuehrer

S-No. 537
21 August 1942

Subject : Russian Manpower

1) Standard Wages

The Russian workers receive the standard wage appropriate to their age, as prescribed by the Standard Wage Regulations for workers in the Chemical Industry. Plant workers can be classified only within Trade Group VI (Unskilled workers).

2) Efficiency Pay

Russian workers (male and female) are eligible for the Production Bonus (Plant Bonus), 50%, 75% or 100% according to output. The following applies to the individual age- and trade- groups :

a) Male plant workers over 21 years of age

who achieve 100% output are also eligible for the Personal Allowance of 5 pfennig, which is at present separate from the plant bonus.

b) Juvenile and Female Plant workers

receive the 50% plant bonus which the German workers receive automatically, only upon application, and where 100% output has been achieved.

c) Laboratory and Technical Bonuses

In accordance with existing works regulations, Groups a) and b) are eligible for a laboratory or technical bonus.

of 50%, 75% or 100% of the rates applying to other members of the works staff, according to output.

All applications of the type mentioned are to be sent to the Social Welfare Department on the prescribed forms.

d) In the case of piece-work, the regulations agreed upon by Labor Office W for Belgian and French workers apply to Russian workers also.

3) Protective Clothing _

In the future, Russian workers will be issued with only one outfit of protective clothing. This makes it essential for washing and mending of the clothes to be done in the shortest possible time.

In these cases, the laundry will return the articles of clothing within 24 hours, in all cases in which they are marked "Russian clothing" and are delivered for laundering with a special receipt. In the meantime, the Russians must wear their own clothes, with possibly a paper apron or something of the sort for purposes of protection.

I.G.FARBENINDUSTRIE AKTIEGESELLSCHAFT

signed : Jaehne signed: p.p. Hirschel

I herewith certify that the above is a true and correct copy of the original document.

Nuernberg, 8 March 1948

Dr. Hans Pribilla

Attorney-at-Law

Document Jeahne No. 31

Exhibit Jeahne No.

Personnel
22 December 1942
Department

Plant
3011

To Dr. Simon
as arranged . . .

The German cooper HUTHM/CHER receives the
standard wage of RM 0.82 per hour.

The Belgian cooper, on the other hand, re-
ceives RM 0.90 per hour. Both work in the same
workshop and do the same work.

We request that the 2 enclosures be returned.

signed : Signature

I herewith certify that the above is a true
and correct copy of the original document.

Nuernberg, 8 March 1948

Dr. Hans Pribilla

Document Jaehne No. 31

Exhibit Jaehne No.

I.G. H o e c h s t , Dispatch Department

Personnel Department

Date :
23 December 1942
Pi/Nd

Subject :

Standard Wages for Skilled Workers (Coopers) -

The standard wage for our German coopers amounts to 82 Pfennig per hour. The Belgian coopers working in the same workshop receive 90 Pfennig per hour. According to these figures, our German coopers are in a worse position as far as pay is concerned, a fact to which we wish to draw your attention.

signed : Signature

I herewith certify that the above is a true and correct copy of the original document.

Nuernberg, 9 March 1948

signed : Dr. Hans Frihilla
Attorney-at-Law

Memorandum

28 December 1942
Dr. S/Bdr.

Subject :
Payment of Workers on Loan from Foreign Firms

Herr Fink of the Dispatch Department has submitted two sets of accounts from which it appears that a Belgian brought here as a cooper from the firm of de Witt, receives 90 Pfennig per hour, while a German worker is payed only 82 Pfennig. He has pointed out that this discrepancy in rates of pay has given rise to a considerable amount of discord among the German workers. The German workers justifiably point out that their work is just as valuable as that of the Belgians. They are unable to understand the fact that they are paid less, when they work in the same workshop and do the same work.

At the time when the contract with de Witt was concluded, the question of whether the workers were to be paid in accordance with our standard wage or with the skilled workers wage, which is higher, arose. We were obliged to decide in favor of the skilled workers' wage rate, as we would otherwise have been unable to obtain any foreign workers whatsoever. The phenomenon of workers lent from foreign firms earning more, in certain circumstances, than our own workers, is no novelty. Even in peace-time, the works borrowed workers from German firms, and was obliged to pay them higher wages, though in this case, the wages were paid through the firm loaning labor. The discrepancy results from the fact that the wages laid down for skilled workers are sometimes higher than those laid down for chemical workers.

This is no deliberate move on the part of the I.G. to put
the German workers in an inferior position, but a move dictated
by force of circumstances, and by the differing levels of wages
prescribed for skilled workers in the wage regulations ,

signed : Signature

signed: Signature

To:
Dipl.Ing. Gebhardt
Herr Fink (2 wage sheets in ms. returned 29 December 1942)
Wages Department

I herewith certify that the above is a true and correct copy
of the original document.

Muernberg, 9 March 1948

signed : Dr. Hans Pribilla
Attorney-at-Law

The German Labor Front Chief for the Gau Hessen-Nassau.
The President of the Gau Labor Office and Reich Trustee for Labor
for Rhein - Main

(Post-mark)

Frankfurt a.M., 23 September 1944

Dear Herr Betriebsfuehrer,

Subject: Correction of Abuses

Total warfare urgently demands that actual working hours should approximate to scheduled hours. Particular importance should therefore be attached to the consistent evaluation of the absence records, as well as to orderly personnel administration.

The firm of

Georg Spritt & Co.,

Frankfurt a.M., Mainzer Landstrasse 107

has published printed forms complying with the directives of the Reich Trustee for Labor after consultation with the German Labor Front.

There are special forms for Germans and for foreigners.

Factory Welfare and Sales Offices, Repair shops, the District Doctor Service and other factory organizations will contribute to a considerable extent towards keeping lost time to a minimum.

Over and above that, it is important to deal with unproductive persons with all severity. Experience in the past weeks has taught us that the Betriebsfuehrer have not made use in all cases of the educational facilities provided on the orders of the Plenipotentiary for Labor Allocation.

The Plenipotentiary for Labor Allocation has therefore been constrained to issue certain punitive measures according to Para. 7 of Directive No. 13 against Betriebsfuehrer and their assistants (Unterfuehrer) who are avoiding this responsibility.

The decent behaviour of the overwhelming majority of our German labor forces forbids the exercise of any kind of coercion towards a progressively smaller proportion of slackers and undisciplined workers.

The hope is therefore expressed that the Betriebsfuehrer will be personally responsible for using to the utmost all factory facilities in the campaign against slackers and in the abolition of abuses, before a report has to be made to the State authorities.

In agreement with the undersigned offices and with the participation of the Secret State Police measures have once more been laid down which are calculated to lead to the maintenance of discipline and hence to an increase in production.

Accordingly, in the event of isolated breaches of discipline

Document Jashne No. 32

Exhibit Jashne No.

failure to reach the required output, the Betriebsfuehrer, after conscientiously examining the offense in question, must next apply the measures at his disposal in order to keep order in his factory.

.....

Heil Hitler !

signed Hahn

signed Kretschmann

German Labor Front Chief
for the Gau administration
Hessen-Lassau

President of the Gau Labor
Office and Reich Trustee for
Labor for Rhein-Main.

Certified to be a literal and true copy of above document.

Muernberg, 7 March 1946

Dr. Hans Pribilla
Attorney-at-Law

2 December 1942
Dr. H/H/

To
Dr. Lewark
Herr Jung

In order to counter the numerous breaches of discipline committed by the foreign workers, it is definitely necessary for all new foreigners arriving in future to be given detailed instructions on the behaviour expected of them in Germany; for example on care of factory property, prohibited transfer of passes, cleanliness, hygienic habits etc.

Suitable suggestions are requested.

signed. Signature signed. Signature

Certified to be a true and literal copy of above document.

Nuernberg, 9 March 1942

Dr. Hans Pribilla
Attorney-at-Law

Document Jaehne No. 34

Exhibit Jaehne No.

To Herr Reg. Mstr. Mold
Personnel Reception
Works Council
Herr Poehn

Herr Georg Bender
P No. 901

18.10.93 / 16.4.20

Upkeep of track
via Herr Reg. Mstr. Mold

30 June 1941

I have been informed that on 21 June you allowed yourself to be carried away to the extent of committing acts of violence against the Polish civilian worker Maximilian Ptasinski.

Even if you were angered by the Pole you should on no account have resorted to such measures.

I wish to express my displeasure at this undisciplined behaviour and herewith issue a reprimand in accordance with Section 20 of our Works Regulations.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

Der Fuehrer des Betriebes

signed: Dr. Leutenschlaeger

Certified to be a true and literal copy of the above document.

Kuernberg, 9 March 1946

Dr. Hans Pribilla
Attorney-at-Law

18 September '41 Ir. S/F

FILE MEMORANDUM

Subject: Brawl between
Eid, Franz, Serial Number 33946/4501 17 Jan.10/21 Nov.28
Gervasoni, Giuseppe, Serial Number 40544 I/LE09
9 Apr.14/30 Apr.41.

In the course of yesterday's interrogation, in which the workers representative Herr Schmidt, acting on behalf of the workers' chief representative (Betriebsobmann) took part, the version of the incident given by the Italian, translated by the interpreter Armandi, proved to be correct. According to this, Eid was occupied with a certain job and had to remove a screw, in order to be able to insert the piece he was working on farther into the machine. Gervasoni, who worked near by, was requested by Eid to cut off the screw with his acetylene cutting apparatus. Gervasoni thereupon took over this job, but the screw was not completely cut off, whereupon Eid, with the aid of the Italian working for him, tried to make Gervasoni cut off the screw completely. Gervasoni apparently did not fully understand Eid and was, moreover, of the opinion that the screw had been removed. In the ensuing quarrel, Eid attempted to take the acetylene cutting apparatus from Gervasoni, in order to cut off the screw himself. Gervasoni, however, resisted, because, according to his boss's instructions, he was not permitted to hand it over to anybody else. Eid then attempted to take the acetylene cutting apparatus by force and eventually went so far as to slap the Italian in the face. Gervasoni, of course, became very excited and struck Eid in the back with a hammer which he held in the other hand.

Both workers realized during the interrogation and from the admonitions they received that they had done wrong. In no circumstances should Eid have attacked the Italian and the Italian should not have hit Eid with a hammer - even though his action could, to a certain extent, be considered an act of self-defense. Damago was suffered, as always, by the works, because Eid, being unable to work, was laid up for three weeks. At the suggestion of the undersigned, they have become reconciled.

Nevertheless, a penalty must be imposed, because it cannot be tolerated in our works that fights are used as a means of settling disagreements. It is suggested that both be reprimanded in accordance with our works' regulations and warned that they will be summarily discharged if they again violate the works' regulations in the same manner.

The interpreter Besani informed us that Gervasoni loses approximately RM 30 - 40.- a month as a result of his transfer. He requested that G.'s case be reviewed, to see whether he could not be transferred to a better place, since it had been established

Document Jaehne No. 35

Exhibit Jaehne No.

that Eid had attacked him first and he, in his first excitement, had overstepped the limits of self-defense.

Herr Schmidt, workers' representative, recommended this application for approval.

signed: Signature signed: Signature

T.A. Stickstoff, Anorp., ZPN

Employment Department (duplicate) for information

It is hereby certified that the above is a true and correct copy.

Nuremberg, 9 March 1948

Dr. Hans Fribilla

Herr

Franz EID
Serial Number 53946

Workshop S 76
through Oberingenieur Mohr

s/Ga 22 September 1941

(MS) Brawl

Your Violation of our Works' Regulations.

It was reported to me that you had attacked the Italian worker Gervasoni without any obvious reason. Such behavior constitutes a severe violation of our works' regulations and is entirely incompatible with the spirit of comradeship which is expected from all our employees. I hold it in your favor that the inability to make yourself understood caused the quarrel between you and the Italian worker.

I hereby express my strongest disapproval of your improper behavior and reprimand you in accordance with the provisions of our works regulation; I add the warning that you will be discharged summarily if you once more violate our works regulations in the same manner.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
The Führer of the Works:
signed: Dr. Lautenschlaeger

Carbon copy to:
Workers Representative Council
Employment Department
Herr Oberingenieur Mohr
Herr Poehn.

It is hereby certified that the above is a true and correct copy.

Nuremberg, 9 March 1948

Dr. Hans Pribilla
Attorney-at-Law

Herr Ingenieur Gamsi
Employment Department
Workers Representative Council
Herr Poehn for information

9 Apr.14 / 30 Apr.41

Herr.
Giuseppe Gervasoni
Serial No. 40 544

Apprentice Welding Shop
through Herr Ing. Gamsi

An Italian translation of this
letter will be handed to G.

26 September 1941

(MS) Brawl

It has been brought to my attention that you hit the employee
EID with a hammer thereby causing Eid to be laid up for three
weeks. It is held in your favor that Eid attacked you first.
However, you considerably overstepped your presumptive right of
self-defense. In no circumstances will any fights be tolerated
in our works, because they constitute a grave violation of our
works' regulations and do great harm to the community spirit
(Gemeinschaftsgeist).

I hereby express my strongest disapproval of your behavior, which
caused an irrecoverable loss of working time and reprimand you
in accordance with the provisions of our works regulations. I
add the warning that you will be discharged summarily if you
again violate our works' regulations in the same manner.

I.G. FABRIKINDUSTRIE AKTIENGESELLSCHAFT
The Fuchrer of the Works
signed: Dr. Lautenschlaeger

It is hereby certified that the above is a true and correct copy.

Nuremberg, 9 March 1943

Dr. Hans Fribilla
Attorney-at-Law

Italian translation of the German letter

Signore
Giuseppe GERVASCI
40 544

Lehrschweisserei
su Sign. Ing. Ganni

26. Settembre 41

Mi è stato comunicato che Voi con un martello avreste picchiato il compagno di lavoro EID, il quale in seguito a questo dovette tralasciare il suo lavoro per ben tre settimane.

Riconosciamo che Eid, fu il primo a picchiare con le mani, ma malgrado tutto questo avete oltrepassato i limiti delle Leggi dello Stabilimento. - Nella nostra Fabbrica le liti sono intollerabili e le Leggi sono severissime.

Mi trovo nell'obbligo di comunicar Vi che al primo sbaglio che recommetterete contro i regolamenti della Fabbrica, Vi sarà data immediata licenza senza usufruire di alcun diritto.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Il Direttore dello Stabilimento

firmato: Prof. Leutenschlaeger.

Die wortgetreu und richtige Abschrift des obigen Schriftstueckes
bescheinigt:

Nuernberg, den 9. März 1948

Dr. Hans Pribilla
Rechtsanwalt.

1943. 10.

Oberring . Gelbert
Foreign Reception Office
Pay Office
Verwaltungsrat
Plant Administration
Dr. Schultheis.
Herr Althann

Herr
Alfred
Pers. No. 3 134

Construction Department
through Oberring . Gelbert

5 March 1943

I am informed that you have been guilty of gross dishonesty towards a foreign fellow worker. In view of this offence I herewith cancel your train contract in accordance with article 21 III of the plant regulations and I herewith dismiss you from the factory with effect from today.

Will you please hand in your passes and identity cards at counter No. 3 of the pay office, where you will receive your papers.

The labor exchange has agreed to your dismissal.

I. G. PAPPENBERG WERKE ANFRIEGESCHLEIF

The head of the plant
signed: Dr. Lautenschlaeger

This is to certify that the above is a true and accurate copy of the original.

Nuernberg, 9 March 1943.

Dr. Hans

Attorney.

Document Machine No. 37

Doc. No.

SOCIAL WELFARE DEPARTMENT

14 August 1942
Dr. 3/Bdr.

Herr
Jean BERNHARD
Pers. No. 42 593

Polymerization Solution Department
through Dr. Buchs

We have no objection to your leaving the camp and taking
a private room with effect from 15 August or any other date
you may choose. You will not be entitled thereafter to take
your meals in camp.

Social Welfare Department

signed: HENSCHEL

Workers' Location Office
Herr Jung
Pay Department
Herr Bucher
Herr Gross

This is to certify that the above is a true and accurate copy
of the original.

Mueraberg, 9 March 1948

Dr. Hans Pribilla

Attorney .

File No.

14 August 1942

A. 3/ cr.

Subject:
French civilian worker Jean Langlois - 12593/1920.

We have been unable to obtain at an earlier date the final decision of the factory in which the French worker Langlois is employed and the written agreement from the householder, because the room the Frenchman had wanted to take, had been let to somebody else meanwhile. According to the report submitted by Dr. Fuchs the Frenchman intends to take a furnished room in spite of the fact that he would have to be struck off the camp ration strength so that he would in the last analysis get less to eat. In Dr. Fuchs' opinion there are sufficient grounds for allowing the Frenchman to take a room; he has shown himself to be a very useful man, and is to learn the German language. It is therefore in the interests of the plant to release the Frenchman from the camp; so that his release should, from that point of view, be approved.

The furnished room which Langlois wants to use is in an I.G. billet. According to researches made by Herr Koeller, Billet Administration Department, our employee Michael Stroh lives in a small three room flat. There are two small children in the family. Generally speaking permission is never given to sublet; if rooms are sublet nevertheless,

Document Jachne No. 37

Edh. No.

the billet administration department does not object. It has therefore been suggested that we inform our employee Stroh orally that we have no objection to his subletting one room to the Frenchman Langlois.

signed: Hirschel,

Herr Boellor
Herr Jung.

This is to certify that the above is a true and accurate copy of the original.

Munich, 9 March 1946.

Dr. Hans Fröbille
Attorney.

G. No. 636
25 June 1943

Circular Letter .

Confidential.

To the Department Chiefs and Betriebsführers :

Subject:
French prisoners of war .

Further to our communication dated 29 inst. we should like to state the following in connexion with the treatment of these workers:

The French prisoners of war on factory leave have been accorded the status of civilian workers. Their status is exactly the same as that of civilian foreign workers, even from the point of view of labor and security police, so that they can from now on be used in alternating shifts.

The same general pay regulations shall apply to these prisoners on factory leave which apply to French civilian workers. In future the prisoners of war will be treated in accordance with our wage scales and with the circular letter on efficiency ^{and other bonuses.} bonuses. The whole of the time they worked in our plant as prisoners of war will be credited to them. Generally speaking foreign workers should not be listed as tradesmen or skilled labor (Arbeiter, Fachwerker). But that does not mean that they shall not receive the wages of tradesmen, if their work warrants it. Special bonuses can therefore be granted apart from the personal efficiency bonus, in order to make up for differences in wages. The various plants are requested

to submit to us immediately provisional lists of wages for prisoners of war on factory leave.

Prisoners on factory leave will wear civilian clothes. For purposes of identification they will wear ^{on} their civilian clothing a badge in the French national colours. Up to date some prisoners of war have kept work^{ing} clothes in their billets. In view of the fact that lockers have now been put at their disposal in the factory, you will see to it that working clothes are only worn at work.

It is planned to grant the men home leave as soon as they have procured their civilian clothes from France.

The men will receive a leave pass as identity card which they will carry at all times.

Factory leave can be cancelled, and prisoners on factory leave shall remain prisoner of war status, if they show themselves unworthy of their privileges, especially if they fail to achieve the required output or if they take up a hostile attitude towards the German Reich.

There must be no change in the attitude of the German population towards the French prisoners of war on factory leave. Present regulations on the subject will remain in force.

Document Jaehne No. 36

File No.

The French prisoners of war on factory leave must be treated in a correct manner. There must be no fraternisation and contact with the prisoners must be restricted as before to an absolute minimum.

ORIGINAL SIGNATURE

signed: Hirschel.

This is to certify that the above is a true and accurate copy of the original.

Number 9 March 1948.

A. Hans Fribilla

Attorney,

Document Jaehne No. 39

Exn. Jaehne No.

G.No. 867
14 Oct 1943

Circular Letter

to Department Chiefs and Betriebsfuehrer.

Subject: Vitamin Campaign 1943/1944

From 6 November 1943 until 31 March 1944 Vitamins will again be distributed in the shape of

P r i e v i t - Dragées.

One dragée per head per day will be distributed to all members of the staff, including the foreign workers, which is to be taken in the morning preferably with a draught of water.

The Italian military internees will receive their Vitamins in the camp through the guard detail.

Each time, small bags containing 12 dragées for 2 weeks will be issued, to be fetched each Friday at counter 3 of the Personnel Department against a proper written demand.

First date of issue: 5 November 1943.

PERSONNEL DEPARTMENT

signed: Hirschel

The true and correct copy of the above document is herewith certified.

Nuernberg, 9 March 1948

signed: Dr. Hans Pribilla
Attorney-at-Law

Document Jaehne No. 40

Exh. Jaehne No.

Mammolshoehe Regional Children's Hospital
near Mammolshain in the Taunus
Railway Station: Cronberg in Taunus
Telephone: Cronberg in Taunus No. 254
Banking Account No. 33597 of the Landesbankstelle
(Regional Banking Office) of Koenigstein in Taunus.

Mammolshain, 18 June 1945

To the

I.G. Farbenindustrie A.G.

Frankfort on Main - H o e c h s t .

In reply to your letter of 12 inst., Social Welfare Dept. Eht/May,

we beg to inform you as follows:

The children as named hereafter:

Viktor Golowa
Hina Poskal
Aloysia Swetschnikowa
Duschana Gornilsk
Valentina Schnawronkova

were received here on 6 March cr. after Frl. Dr. Kuhn had contacted
by telephone our Chief Physician, Prov.-Obermedizinalrat Dr. Goebel,
at present at the Hofheim Air Force Hospital. These children were
intended to be brought to the Hoechst Infirmary, ^{but} lack of room made it
impossible for them to be accommodated there.

Copy of your certificate of admission for the child Viktor Golowa
has been attached hereto for your information. The certificates of
admission for the other children were issued on the same day and
copies can still be submitted if desired. Any error on our part should
therefore be impossible.

Document Jaehne No. 40

Exh. Jaehne No.

Furthermore, enclosed please find our bills for each child for the entire period of their stay at our hospital. Thus the following payments have to be made for:

Viktor	G e l o w a	Rm. 226.80
Mina	P o s k a l	" 79.60
Aloysia	S w e t s c h n i k o w a	" 50.40
Duschana	G o m i l s e k	" 168.—
Valentina	S c h a w o r o n k o w a	" 155.40
		<u>Rm 680.40</u>

An early settlement would be appreciated by us, since as a result of the interruption of banking business and postal communications we are in financial difficulties.

The bills sent to us have again been enclosed.

The Chief Physician

By order

signed: Signature.

(Handwritten remarks)

P.K.K. Urgent.

We were formerly advised that admission had not been arranged by us. Please take necessary steps. signed: Signature.

The true and correct copy of the above document is herewith certified.

Muernberg, 9 March 1948

signed: Dr. Hans Pribilla

Attorney-at-Law

Christmas Celebration for the foreign workers of the Frankfurt -
Hoechst Plant.

Program

- 1) The Christmas parties will take place on the afternoon of Friday 24 December, in the dining-rooms of the kitchen Ch 116. They begin at 14 hours.
- 2) The Italian fellow-workers will have their Christmas celebrations in the sitting-room of the Italian camp.
- 3) On 24 December the beginning of lunch will be postponed for all foreign workers until 14 hours. The following arrangements have been made for meals during the holidays:

On Christmas Eve, Christmas Day and the day after (which is also a holiday in Germany) all French will take their meals in the dining-room Ch 116; also on Christmas Eve the French will take their supper at Ch 116. On Christmas Day and the day after, supper will be issued to the French, as usual at Pfaffenwiese.

The inmates of Deutsche Eiche and of the Sindlingen Halls will have their lunch and supper on 24 December at Ch 116. Those who usually received their food on Saturday noon at Pfaffenwiese, will have their meal on 24 December at Ch 116.
- 4) The Christmas presents, cookies and sweets, intended for the foreigners will be handed out on 24 December against mess-tickets when lunch is distributed.

-2-

- 5) Tobacco for men over 18 - 20 cigarettes, for women between
25 and 55 - 10 cigarettes

and 1 litre of beer free of charge, will be issued on Christmas
Day in the camp. The camp leaders are responsible for the
distribution. It is expected that the distribution will be
carried out in a fair way.

- 6) The distribution of white blouses to women and girls will be
carried out as follows:

Place of issue: community-room of the women's camp.

For 450 Eastern women-workers
" 32 Croats and Racial Germans of the Sindlingen Halls
" 50 Poles.

Distribution by Camp Leaders Karall, Kunz, Frau Bel and Frau Nemeth.
In the quarters at "Deutsche Eiche" for 88 Croats, distribution by
Camp Leader Balaek.

- 7) For all Eastern workers, men and women, on 24 December in the after-
noon from 15 hours a big KdF (Strength through Joy) show will be
staged. Fifteen persons of the Berres-Meia Artists' Group will
participate.
- 8) Presents will be distributed to children of Eastern workers' families
on Christmas Day at 10 a.m., during a special festival in the sitting-
room of the Eastern Workers' Camp. This festival will be enlivened
by musical performances of the Eastern workers' musicians group of
our own camp.

Document Jaehne No. 41

Exh. Jaehne No.

-3-

- 9) Camp Leaders Karell, Badeck, Werner, and Fuchs will participate in the Christmas party on 24 December. They must be present in kitchen Ch 116 at 14 hours. Camp Leaders Lehrmann, Kuns, Heinrich, and Wetteroth must be on duty in the camp.

20 December 1943

Camp Administration
for the Foreign Workers
signed: signature.

The true and correct copy of the above document is herewith certified.
Nuernberg, 9 March 1948

signed: Dr. Hans Pribilla
Attorney-at-Law

CERTIFICATE OF TRANSLATION

18 March 1948

We,

Alfred EARL, B 398081,
Anne MARTIN, ETO # 20144,
Patricia E.C. WOOD, ETO # 20139,
Beryl C. BEWICK, ETO # 20183,
Phyllis RAY, ETO # 36287,
Julius J. STEUER, AGO - A - 442654,
Leonard J. LAWRENCE, ETO # 20138,

hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book 2 Jaehne.

.....
Alfred EARL
B 398 081
pages 1 - 6

.....
Anne MARTIN
ETO # 20144
pages 7 -15

.....
Patricia E.C. WOOD
ETO # 20139
pages 16 - 19, 44-43, I-II

.....
Beryl C. BEWICK
ETO # 20183
pages 20-25, III-IV

.....
Phyllis RAY
ETO # 36287
pages 26 - 30

.....
Leonard J. LAWRENCE
ETO # 20138
pages 37 - 43

.....
Julius J. STEUER
AGO - A - 442654
pages 31 - 36

Case 6
Defense

Military Tribunal No. VI

Case 6

Document Book III

for

Friedrich Jaehne

Submitted by
Attorney-at-Law
Dr. Hans Pribilla

Sung



Table of Contents

Document Book III Jaehne

Exh. No.	Doc. No.	Document	Page
		<p> 42 Affidavit of Senior Director of Education, retired, (Oberschulrat i.R.) Schwarzhaupt dated 11 March 1948. Director Jaehne was a member of the German People's Party and continued to have intercourse with a circle of former members of the German People's Party, in which National Socialism was sharply criticized, after 1933, when this party was prohibited. </p>	1
43		<p> Affidavit of Dr. de la Roi dated 5 March 1948 Director Jaehne was head of the Industry Dept. of the Economic Chamber. He was appointed since industry urged it, because he was not attached to the Party. This office comprised membership in the Great Advisory Council (Grosser Beirat) of the Reich Group Industry which had no deciding authority but only received reports. </p> <p> Jaehne did not enjoy the confidence of the Gauleiter. Thus, he was appointed by the Reich Minister of Economics as Military Economy Leader (Wehrwirtschaftsfuehrer) in 1943 only, when this was no longer a high distinction. The heads of the Industry Departments were in each case appointed as Armament Commissioner (Ruestungsobmann). In the case of Jaehne, however, an exception was made since he was declared not to be politically reliable by the Gauleiter. During the meetings of the Industrial Dept. he frankly expressed his aversion to NSDAP's principles. He again and again called the industrialist's attention to the necessity of a social, just and irreproachable treatment of the foreign workers. Jaehne employed with the Industry Dept. persons who were opposed to the NSDAP as i. i. former secretaries of trade unions and former members of the Social Democratic Party. </p>	2 - 5

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44		Affidavit of Dipl. Ing. Otto Einsler, dated 28 February 1948. Einsler was acquainted with Jachne from 1921 and was like him a member of the German People's Party. Jachne was opposed to National Socialism and maintained this attitude also after 1933 and frankly expressed his opinion among colleagues.	6 - 7
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45		Affidavit of Dipl. Ing. Karl Gebhardt dated 23 February 1948. Jachne was generally known as a typical adherent of a liberal conception of economy. He did a good deal of warning against National Socialism. Jachne was Chief Engineer of the Hoechst plant and chairman of the Technical Committee. He was not responsible for the production of the plant. No war material was manufactured in Hoechst. The products in war time were in accord with the peace production program for many years. Therefore, prisoners of war cannot have been directly employed for the manufacture and transport of war material. The Technical Committee had only to guarantee a uniform observation of all general questions concerning the technical departments. The chiefs of the technical departments of the individual plants were independent. After the occupation Gebhardt furnished documentary proof to two Americans of the US Group CC APO 742 assigned for investigation that the Belgian teams employed with the technical department were paid higher wages than the German specialists, had better rations and moreover advantage in many a respect (piece-work, leave, etc.).	8 - 12
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- 46 Affidavit of Prof. Dr. Ing. Holler dated 5 March 1948. After the occupation of Strasbourg by German forces there was need of oxygen. The oxygen factories in Strasbourg-Schiltigheim had been evacuated. Two modern German oxygen plants of the I.G. were erected there which were left behind in a perfect, undamaged state. The oxygen plant in Diedenhofen was only leased and put into operation. There, too, technical improvements were carried out. 13 - 14
- 47 Affidavit of Director Wucherer dated 5 March 1948. After the occupation of France the authorities requested that oxygen production be started in Alsace-Lorraine again with all possible speed. To this end lease contracts were signed through the Strasbourg plants. The Linde Company succeeded in establishing contact with Oxygene Liquide, with which it maintained good relations, and in inducing it to accede to a sale. The French Government, however, did not agree to the sale. The Linde Company, later on acquired the plant of Oxygene Liquide from the Chief of Civil Administration. It had no doubt that it would later on come to an agreement with the French society on account of their good business relations.
- The I.G. and the Linde Company did not make profit from setting the oxygen plants in Alsace and Lorraine going but only in the interest of the countries of Alsace and Lorraine was production started again, considerable investments made and finally lost. The production was not sent to Germany, but remained in Alsace and Lorraine. 15 - 19

Exh. No.	Doc. No.	Document	Page
48		Affidavit of Dr. Haegenboecker dated 10 March 1948. Haegenboecker in his capacity as independent manager of the Offenbach plant had heard of a boiler which was on sale at Wola and purchased it at full price. There was no reason for informing Prof. Lauzenschlaeger or Director Jaehne of this purchase since it was an insignificant object.	19 - 21
49		Affidavit of Dr. Ferdinand Pensel of 10 March 1948. Dr. Pensel had the amount of expenditures of the Hoechst plant for foreign workers ascertained by the Social Department of Hoechst. According to this, every individual worker cost the plant during the years from 1942 until 1944 RM 2,877.10 a year in addition to wages.	22 - 23
50		Affidavit of Albert de Vries dated 10 March 1948. The first American commander of Hoechst, Major Radigan, handed to the head of the feeding organization for foreign workers in Hoechst - de Vries - a certificate of recognition of his abilities and achievements, a copy of which is attached.	24 - 26
51		Affidavit of Albert de Vries dated 10 March 1948, with 4 menus of 16 December 1942 and 3 May 1943 attached, showing the high quality of the foreign workers' food in Hoechst.	27 - 31

 Exh. No. Doc. No. Document Page

52 Affidavit of Dipl. Ing. Kurt Riess dated 4 March 1948.
 Jaedne always showed an attitude which frankly and unmistakably rejected National Socialism.
 The training of workers in the occupied territories aimed at giving the foreign workers free of charge a thorough vocational training and at engaging them as specialists in Germany. The schools were established at the I.G.'s expenses. The people were engaged on a voluntary basis and were paid full wages during the training period. Towards the end of the war it happened that participants in the schooling did not go to Germany according to their contracts but disappeared in order to elude employment in Germany. 32 - 35

53 Affidavit of Dipl. Ing. Einsler dated 28 February 1948, with an illustrated report on the foundation and the development of trade schools abroad attached. The report shows the voluntariness of the pupils and the form of instruction. 36 - 40

54 Affidavit of Dipl. Ing. Karl Gebhardt dated 4 March 1948.
 The employment of loaned workers continued to be an unsatisfactory makeshift despite all advantages granted to these workers. The management never resolved to have those who did not come back from leave punished by the SS. 41 - 43

Exh. No.	Doc. No.	Document	Page
55		Affidavit of Dipl. Ing. Alexander Eiehard dated 2 March 1948. Griesheim-Autogen was a machine and armature plant which manufactured all implements for welding technics and for the use of compressed gases for technical purposes. Apart from a test order before June 1940 no direct war material was manufactured. The plant was only in 1943 classified as an armament factory and this would by no means have been justified by applying the standards of 1939. In the Autogen plant the French prisoners of war were currently supervised by an officer of the Armed Forces as to whether the employment of the prisoners of war was in accordance with the provisions of the Geneva Convention.	44 - 46
56		Affidavit of Prof. Dr. Ing. habil Hermann Holler dated 5 March 1948. Prof. Holler was formerly the head of the Griesheim-Autogen plant. The plant maintained also during war its peace production program. Of course, the Armed Forces needed for their maintenance shops and the like welding and cutting implements just as they needed nails, hammers and wood, and was supplied with them accordingly by the plant. The deliveries to the Armed Forces, however, only amounted to a small percentage of the total sales.	47 - 48

57

Affidavit of Engineer Josef Ens
dated 8 January 1948.

Ens is the head of the personnel office in the Hoechst dyestuffs plant. The working hours of the foreign workers were the same as those of the Germans, between 53 and 56 hours a week. Part of the foreign workers were paid better wages than German workers. A few 12 to 14 years old children were upon demand of their parents employed for work. They were employed for cleaning of bicycles. Older women were employed for work in keeping with their age. The camps for foreign workers were not fenced in with barbed wire.

The foreign workers from the West employed in Hoechst came by virtue of special loan worker contracts which were concluded with the foreign loan worker firms. No compulsion was ever exercised on these firms. The foreign workers were continuously paid by these firms. The representatives of these firms stayed currently in Germany and cared for their workers. One never had the impression that these were compulsory workers. Ens positively knows that at least part of these loaned workers were employed for years with the loaning firms as members of the regular staff.

The Belgian de Bruyn came to the plant on 22 June 1943 as a staff member of the Belgian constructing firm de Wit, Antwerp. His payroll and index card are still there. He worked as a carpenter and had a good professional classification. Up to the date of the withdrawal he worked on an average 8.5 hours per working day. In addition to his wages he made 694.59 RM for piece work, and moreover he received a bonus in 1944.

During the whole period of his employment he worked but 8 Sundays in the plant. He was absent without leave on 27 working days. He had 5 days sick leave. During this short period he was reportedly on leave in his native country, altogether 39 working days, and he always returned voluntarily.

49 - 8

Tab. No.	Doc. No.	Document	Page
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58		<p>Affidavit of Engineer Josef Mueller dated 6 January 1948, Mueller supervised the carpenter workshop in which de Bruyn was employed. The latter was frequently absent without leave, nothing was, however, done about this. The work was not injurious to health. De Bruyn never complained of bad food, bad working conditions, or bad accommodation.</p>	52 - 53
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59		<p>Affidavit of Dr. Adolf Daldus dated 9 March 1948. The medical attendance of the foreign workers was just as irreproachable and perfect as was that of the Germans. This was also confirmed by the first American commander, Major Redigan. Two German physicians, a Russian female physician and a French physician provided for good treatment. The drugs which the foreign workers were given in Hoechst were better than those of the civilians outside the plant. At least 60 to 70 foreign workers were examined and attended every day. Of 7522 foreign workers who passed through the Hoechst plant in the course of the years, the sick bay made up index cards for 6086 foreign workers, which proves that 6086 foreign workers came to the sick bay for treatment. De Bruyn himself was not fewer than 20 times in the sick bay, in most cases because of more or less light sickness, for the last time in March 1945 because of warts. That proves that by no means he feared the treatment. The rations were sufficient and better than those of the Germans who were not housed in camps. De Bruyn's weight on 17 March 1944 was</p>	
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only 1.2 kg lower than on the day on which he came to the plant. There is no explanation for his weighing 10 kg less at his discharge as is alleged. The workshops in the Hoechst plant were irreproachable as regards hygiene and certainly not prejudicial to health.

Russian prisoners of war never worked in the Hoechst plant.

The accommodation for foreign workers was irreproachable as regards hygiene.

Dr. Baldus in his capacity as physician never found that the foreign workers were beaten up. 54 - 64

60

Affidavit of Dr. Adolf Balduß dated 9 March 1948. In order to form a judgment on the death rate of the foreign workers, Dr. Balduß drew up a list showing that the number of deaths was still below the death rate in the German Reich for the years of 1931 until 1936. 65 - 66

Affidavit.

I, Wilhelm Schwarzhaupt, born on 4 October 1871 in Schlaschtern, am Senior Municipal Director of Education, retired (Magistrats-Oberschulrat) and live in Frankfurt on Main - Eschersheim, Hoellbergstrasse 19/1. I have been duly warned that I will render myself liable to punishment if I give a false affidavit. I certify on oath that my statement represents the truth and was made for the purpose of being submitted in evidence to Military Tribunal VI (Case VI) in the Nuernberg Palace of Justice.

I have known Director Jaehne for a fairly long time, since he, like myself, belonged to the German People's Party. After 1933 the German People's Party was banned. Director Jaehne and myself belonged to a group of former members of the German People's Party who met for political discussions even after 1933. The purport of these discussions was severe criticism of the ideology and methods of National Socialism. Director Jaehne took part in this severe criticism. His remarks made it very clear that he was without reservation a convinced opponent of National Socialism. Moreover, our meetings were observed, so that we frequently had to change our place of meeting.

signed: Wilhelm Schwarzhaupt

The preceding signature of Wilhelm Schwarzhaupt, executed before me, Helmut Eisenblaetter, is hereby certified and witnessed by me.

Frankfurt on Main, 11 March 1948.

signed: Helmut Eisenblaetter
(Helmut Eisenblaetter)
Assistant Defense Counsel before
Military Tribunal VI in Nuernberg

I certify that this is a true and correct copy of the above document:

Nuernberg, 12 March 1948.

Dr. Hans Fribilla
Attorney at law.

A f f i d a v i t.

I, Dr. Rudolf de le Roi, Kronberg/Taunus, Quaitastr. 5, German citizen, have been duly warned that I will render myself liable to punishment if I give a false affidavit.

I declare on oath that my statement represents the truth, is made voluntarily and without coercion and was made for the purpose of being submitted in evidence to Military Tribunal No. VI in the Muerenberg Palace of Justice, Germany.

From my own knowledge of the events I can state the following about Director Jaehne in my capacity as Business Manager of the former Industrial Section of the Board of Trade and Industry for the Rhine-Main economic area, or Economic Board for Hesse.

Director Jaehne was head of the Industrial Section of the Board of Trade and Industry, or Economic Board. His predecessor in the management of the Industrial Section, Dr. Busemann of the firm Deutsche Gold- und Silberscheideanstalt, had already selected him as his successor. Dr. Busemann did not belong to the NSDAP and in agreement with the greater part of industry considered it of the greatest importance that the direction of industry by the Industrial Section should be kept free from Party influence and be conducted according to democratic principles. Therefore, Director Jaehne's appointment as head of the Industrial Section was not made at the suggestion of the NSDAP but at the suggestion of industry, which had confidence in Director Jaehne in spite of his nominal membership in the NSDAP

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as an independent industrialist who was not bound by Party ties. The Industrial Section of the Economic Board was at the same time the district representative of the National Group Industry. Consequently, the head of the Industrial Section as a part of his duties was automatically appointed a member of the Senior Advisory Council (Beirat) of the National Group Industry. This Advisory Council was not an executive organ of the National Group which carried out measures independently, but a group of industrialists and managers who were merely called together from time to time to be given reports on the economic situation.

The following facts show that as a result of his strictly objective and business-like conduct of affairs in the Industrial Section Director Jachne did not have the confidence of the NSDAP, but on the contrary was regarded with the greatest mistrust:

- 1.) Director Jachne was not appointed Military Economy Leader until 1943, that is not until a time when numerous Betriebsführer of many plants, some of which were fairly unimportant, had already been appointed in the district of the Board of Trade and Industry. The appointment was not made until it could no longer be avoided; it therefore could not be regarded as a distinction conferred on Director Jachne.

The appointment was made by the Reich Minister of Economics at the instigation of the State Economic Office (not by an armament agency), because the I.G. Farbenindustrie was not handled as an armament enterprise, but

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- 3 -

was under the Reich Minister of Economics as a war enterprise of vital importance.

- 2.) When the Speer Armament Ministry assigned armament supervisors in the former Gau districts of the NSDAP an arrangement was made by the central authorities by which the given head of the Industrial Section was to be appointed Armament Supervisor. This order was carried out in almost all former Gaudistricts. In contrast to this, in the NSDAP Gau of Hesse Director Jaehne as head of the Industrial Section was not appointed Armament Supervisor because the Gauleiter declared that he was not reliable in matters of Party politics. The Gau Economic Advisor of the NSDAP, Director Aviony, was assigned as Armament Supervisor in his place.

- 3.) In spite of his position as head of the Industrial Section Director Jaehne, who deliberately avoided visits to all Party offices and Party affairs, did not receive any personal invitations to meetings which were held by the Gauleiter or the Gauleiter's office of the NSDAP and to which as a rule important individuals in economic life were also invited.

As head of the Industrial Section Director Jaehne observed democratic principles in connection with all affairs given by the Section; participation in the meetings was not restricted to members of the NSDAP. Every participant could express his opinion frankly and criticize actions of the NSDAP. Director Jaehne himself was not afraid to express his disapproval of the principles of the NSDAP with complete frankness and with great personal courage;

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this became especially clear in questions of labor allocation, since he constantly called the attention of the authorities as well as the industrialists themselves to the necessity of treating the foreign workers in an exemplary and socially just manner.

In accordance with the same attitude toward the NSDAP Director Jashne employed persons in the Industrial Section who had a hostile attitude toward the NSDAP, for example, former labor union secretaries and former members of the Social Democratic party.

Director Jashne undertook to be personally responsible that they should be employed without being investigated by the NSDAP.

Kronberg/Taunus, 5 March 1948.

signed: Dr. Rudolf de la Roi

(Dr. Rudolf de la Roi)

Registry 221/48

Certification: The preceding signature, recognized by me as that of Dr. Rudolf de la Roi, residing in Kronberg/Taunus, Guaitastr. 5, was executed on 6 March 1948 before me, Dr. Fritz Martens, notary, in Frankfurt on Main, which is hereby certified and witnessed by me.

(Stamp) Frankfurt on Main, 6 March 1948.

signed: Dr. Fritz Martens
Notary

I certify that this is a true and correct copy of the above document.

Muernberg, 10 March 1948.

Dr. Hans Fribilla
Attorney at law.

- 5 -

A f f i d a v i t

I, Otto Carl Hermann E i n s l e r, born on 26 June 1887 in Jerusalem, Palestine, residing at 73 Carl Rumpff-Strasse in Leverkusen-Bayerwerk, have been duly warned that I will render myself liable to punishment if I give a false affidavit. I declare in lieu of oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI, (Case VI) at the Palace of Justice in Nuernberg, Germany.

I have known Director Jaeline since 1921 from Leverkusen and later I was also in close contact with him as a member of the Teko. I make the following statement with regard to his attitude towards National Socialism:

During the period of his activity in Leverkusen he has been engaged in activities of the German People's Party which was the party Reich Foreign Minister Bredemann belonged to. Since about 1927 he was even the chairman of the local chapter Leverkusen of the German People's Party. I myself also belonged to this party at that time and we had frequent discussions about political questions. If only on the basis of this political attitude, he was opposed to the ideologies of National Socialism. It was just by accident that, while in the spring of 1933 I was staying in Hoechst for a longer period, we were together during the days when Adolf Hitler came into power. At that time he was decidedly opposed to National Socialism and was greatly concerned about Germany's future.

He has retained this attitude unaltered even later on and, in a group of more intimate colleagues, he openly and very clearly voiced his opinion. Even during the war years has he retained his healthy scepticism towards the Third Reich. I have never seen him wearing the customary party insignia.

Leverkusen-Bayerwerk , 28 February 1948

signed: Otto Winsler

Signed in my presence by Otto Carl Hermann Winsler as the person submitting the above affidavit.

signed: Dr. Hugo Schramm
Attorney and Defense Counsel

Certified true copy.

Nuernberg , 9 March 1948 .

signed: Dr. Hans Pribilla
Attorney.

Number 46, Document Register for 1948

IInd C o p y

Done

at Hoexter on 23rd of February 1948

before us, the undersigned Notaries

Oskar S c h n e i d e r e i t,

Ingolf S c h e r l i n g

of Hoexter,

Graduate Engineer Karl G e b h a r d t, Hoexter,
Brenkhuser Strasse 5,

who is known to us in person, appeared this day.

The deponent has been duly warned that he will render himself liable to punishment for giving a false affidavit. Thereupon the deponent declared in lieu of oath that his subsequent statement is true and was made in order to be submitted as evidence to the Military Tribunal VI (Case VI) at the Palace of Justice in Muenberg.

Thereupon the deponent made the following statement:

- 1.) I have known Grad.Engineer Jaehne since 1929, at that time he was senior engineer in the Leverkusen plant. Herr Jaehne, during the time I worked with him, was known as the typical

representative of a liberal economic view of the old school. Among the leading personalities of the I.G. whom I knew more intimately, he was second to none in repudiating the methods of National Socialism and from the very beginning he voiced dire warnings. Even during the first successful years of war he has dampened the optimism, rising as a result of the successes, in an exceptionally clear realization of the final outcome. There was no doubt for all of us who had constantly worked together with him that the Party permitted Herr Jaehne to retain his position only, because one appreciated his great human qualities and his technical achievements, although his opposition to the Party was certainly not unknown.

2.) Herr Jaehne was a member of the Vorstand in the Hoechst plant, as was Professor Dr. Lautenschlaeger. He was the Chief-Engineer of the Hoechst plant and from this position originates his title "Chefingenieur" and not, as may be assumed, from his activity as chairman of the I.G. Technical Committee. At the time Herr Jaehne was chairman of the Technical Committee his predecessor in Hoechst already had this title "Chefingenieur", a designation which in the other plants of the I.G. was, as a rule, not given to the chief of the technical department. It appears to me important to mention this fact since from the counts of the indictment excerpts of which have become known to me, I believe it possible to infer that the indictment is charging Herr Jaehne also as alleged "Chefingenieur" of the I.G. As Chief-Engineer of the Hoechst plant he was in charge of the entire technical department of the plant for which he alone was responsible.

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For the production of the plant, however, he was not responsible.

- 3.) In this connection it should be mentioned that the Hoechst plant did not produce direct war material of any importance. The products manufactured at Hoechst during the war were in accordance with the peace programme of long years, though, with a shift in the volume of production. As many other staff members of the plant, I was of the opinion that we owed it to this fact that the plant was never subjected to a serious air attack,

For this reason alone, the charge that prisoners of war were used directly in the production and transportation of war material, cannot possibly be maintained. Apart from that, Hoechst practically never employed prisoners of war in the technical department.

- 4.) With regard to Jaehne's position as chairman of the Technical Commission (Teko), I testify as follows:

The only task of the Teko was to secure a co-ordination in the treatment of all the general questions in the field of engineering technique, organization, and personnel, as far as they concerned technical departments. The heads of the technical departments of the individual plants, in particular those of the leading plants of the various Sparten, were independent and subordinate to the Vorstand of the plant in question, and not to Herr Jaehne. As the chairman of the Teko, Jaehne had no other influence upon the projects of the plants which were set up before and during the war, than that the opinion of the Teko was listened to when certain technical questions of the projects were dealt with. But no influence whatsoever was exercised on the construction, the production, the location and the expansion of these plants

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by the Teke as such or by Herr Jaehne as chairman. Technical staffs were set up by the chiefs of the Spartan and or their delegates for special tasks of that kind, which performed the tasks imposed in full independence.

Apart from some expansions in the pharmaceutical field, the Hoechst plant and thereby Herr Jaehne did not participate in these new projects.

5.) The employment of prisoners of war in the Hoechst plant was insignificant. In the Technical Department preponderantly free Belgian labor was used for the maintenance and expansion of the manufacturing plants, which had been recruited by Belgian industrialists and assigned to us on the basis of contracts between the firms. The obligations of those Belgian auxiliary workers did not exceed a quarter of a year, they were liable to be renewed or terminated on a voluntary basis.

6.) When, in the last days of May, 1945, regulations were made by the USA agencies on the occasion of the engagement of labor with regard to the terms applicable to Germans and to foreigners, it was insisted upon Germans being engaged on the most unfavorable terms, foreigners on the most favorable ones. They assumed that during the war the practice had been just the reverse. I was then in a position to prove to Lt. Col. Baker and two gentlemen from the US-Group CC, APO 742, appointed by him for the examination of that question, by showing them the documents and minutes of conferences with the Labor Trustees, that the Belgian labor groups, who were then preponderantly employed in the technical department, received higher wage rates than the German skilled workers, as well as better food rations, and

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had been on the whole in many respects in a better position (piece work rates, leave, etc.) These workers were, in some cases, allowed to live in private apartments. We had no influence upon the recruitment of the Russian and Ukrainian civilian workers, who were employed in the plant apart from these Belgians. But the treatment of these civilian workers too was correct in every respect, accommodation in the huts was good and a far-reaching organization of leisure-time, theatres, concerts, etc., provided for.

The record was shown to the witness, approved by him and signed by his own hand, as follows:

(signed:) Karl Gobhardt

(signed:) Ingolf Scherling
Notary

Computation of fees:

value: 10,000 RM

1. fee (Sect. 29 I, Reich fee reg.) 32.-- RM

2. turnover-tax 0.96

Total 32.96 RM.

The Notary: (signed:) Scherling

This is a second copy of the affidavit made for diploma-engineer Karl Gobhardt, Heexter, Brankhauserstrasse 5.

Heexter, 27 February 1948.

(signed:) Ingolf Scherling, notary

(Seal)

Certified true copy!

Nuremberg, 10 March 1948.

Dr. Hans Pribilla

attorney-at-law,

Affidavit.

I, Professor Dr. Ing. Habil. Hermann Moller, born on 21 September 1896 at Weissenburg, residing at Frankfurt-Main, West 13, Frauenlobstrasse 45, having been warned that I should render myself liable to punishment by giving a false affidavit, declare in lieu of oath that my statement is the truth and has been made in order to be submitted as an evidence to the Military Tribunal VI (Case VI) in the Palace of Justice, Nuremberg, Germany.

I am in a position to make the following statements as to the oxygen plants in Alsace-Lorraine during the war.

After the occupation of Strassburg there was a demand for oxygen in great quantities. The Vereinigte Sauerstoffwerke in Berlin, which sold the whole oxygen production of the I.G., supplied also the Strassburg region as much as possible. In Alsace only the oxygen plant at Mulhouse had been preserved. On the other hand, the plants of the Air Liquide and of the Oxygene Liquide at Strassburg-Schiltigheim had been dismantled and the machines taken away to France. In the empty factory premises of the Air Liquide 2 modern oxygen plants from the I.G. were set up according to up-to-date points of view, with a total capacity of 200 cubic meters p. hr. By this the value of this plant had considerably increased. The machines are completely undamaged and were left behind in the plant. Thus, the former owners did not have any damage, but rather only advantages,

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In the plant of the Oxygene Liquide the "Gesellschaft fuer Linde's
 "Lismaschinen" (Company for Linde's refrigerators) established a bottling
 station for liquid acetylene. This plant of the Oxygene Liquide
 was included in those taken over by the I.G. in the sales contracts
 of the I.G. only for the reason, that only one contracting party
 might appear outwardly. The real purchaser was the Gesellschaft
 fuer Linde's Lismaschinen.

The oxygen plant at Muedenhofen was only leased and taken
 into operation, technical improvements were carried out.

Frankfurt/Main.....

(signed:) Holler
 Dr. Ing. Hermann Holler)

No. 328 of the document roll year 1948.

The fore-going, signature of Professor Dr. Ing. Hermann Holler,
 Frankfurt am M., Frauenlobstrasse 45, herein pledged in my presence,
 is herewith certified.

Frankfurt am Main, 5 March 1948.

(signed:) Weidemann, Notary

(Seal)

Value RM 3,000,-

Fees sect. 39 KO	RM 4.-
turnover tax	RM -.12

	RM 4.12

(signed:) Weidemann, Notary

Certified true copy!

Nuremberg, 11 March 1948.

Dr. Hans Fribilla
 Attorney-at-law,

Affidavit

I, E. W u c h e r e r, Director, Munich-Solln, Poesseubacherstr. 7,
was at first duly warned that I make myself liable to punishment
by rendering a false affidavit. I declare in lieu of oath that my
statement is true and was made to be presented in evidence before the
Military Tribunal VI (Case 6) at the Palace of Justice, Nurnberg.

I am a member of the Vorstand of the Gesellschaft fuer Linde's Maschinen
Hoellriegelskrouth.

Regarding the oxygen plants in Alsace-Lorraine during the war I can
say the following:

There were two oxygen plants in Strassbourg. One belonged to the
1st Air Liquide, Paris, the other to the Oxygene Liquide. The
latter was founded by the "Fluege", a Swiss company, which utilized
abroad the patents of the German "Heylandt Gesellschaft". My
company Linde had invested heavily in the "Heylandt Gesellschaft".
Therefore close business relations existed between the Oxygene
Liquide and my company Linde.

In order to activate the oxygen plants in Diederhofen, Rodin on
(Luxembourg) and Strassbourg as fast as possible, the authorities
in July 1940 contacted by way of the Vereinigte Sauerstoffwerke the
I.G. and my company Linde and obligated us to set up installations
speedily in the Strassbourg plants and also to put into
operation the plants in Diederhofen and Rodin on.

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In order to establish a clear situation lease-agreements had to be concluded early in 1941, which contained the right of preemption. The company Linde has exercised this privilege of preemption for the plant of the Oxygene Liquide.

First the company succeeded to enter into negotiations with the Oxygene Liquide over Switzerland with the aim of buying the plant of the Oxygene Liquide in Strassbourg. For both oxygene plants in Strassbourg had been evacuated. The machines had been brought into the interior of France so that only the buildings were left. Also the oxygen - and acetylene^ebottles had been removed for the most part. Before both plants could be put in operation, therefore, new installations had to be built in and oxygen - resp. acetylene^ebottles procured. Except for the real estate and the buildings the factory installations belonged to us resp. the I.G.. Therefore we wished to acquire the real estate together with the buildings from the Oxygene Liquide. At a meeting in Zurich on 26 November 1940 agreement could be reached regarding price and other conditions. 9/16 of the holders of the Oxygene Liquide were in the hands of Swiss and Alsat^{ian} share-holders, among others of Baron von Dietrich, who later was expelled from Alsace as an enemy of the people. The German administration, the Chief of the Civil Administration was in principle in agreement with the purchase. However difficulties arose, when on the part of Germans the transmission of the purchase price was demanded through clearing channels, with which the French Government disagreed. Finally the purchase negotiations became illusory, since the possessions were confiscated and the Chief of the Civil Administration

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on 7.1. 1944 sold the estate (Anwesen) in Strassbourg - Schiltigheim together with the steel bottles 2.7.21, 12 to my company. We had no doubt that on account of our good business relations with the Oxygene Liquide we would come to an agreement with her.

Neither we nor the I.G. did have any advantage from the taking over of the Oxygen plants in Strassbourg - Schiltigheim. The production in the plants Schiltigheim and Diedenhofen served only to maintain industry in Alsace-Lorraine. No export to Germany was intended and none took place. Seen as a whole the following picture resulted: Neither the I.G. nor we profited by taking over the operation of the oxygen plants, we acted merely in the interest of the country of Alsace-Lorraine. We made installations much more modern than the old ones had been. We procured oxygen- and acetylene bottles. By that we considerably raised the value of the plants. We did not extract anything from the country. On the other hand we lost the machines and the bottles, which remained there. No losses were incurred by the economy of Alsace-Lorraine, especially not by the factories, but merely by the I.G. and the company Linde.

Munich-Solln, 5 March 1948

signed: R. Wucherer
(R. Wucherer)

Post Reg. No. 155 1 Doc. Roll No. 1551

Fee par. 39	4. -- RM
Tax	0.12 "

Total	4.12 RM

signed Hippler
Notary Public

I, herewith, certify the authenticity of the above

signature executed before me by Herr Director Rudolf Wucherer
Engineer in Munich-Solln, Poessenbacherstrasse 7, who is
personally known to me.

Munich, 5 March 1948

(Stamp)

The Notary Public

signed: Dr. Hippler
(Justice Heinrich Hippler)

The true and correct copy of above document is certified.

Munich, 10 March 1948

Dr. Hans Pribilla
Attorney at Law

Affidavit.

I, Alfred E a e n b o c k e r, Dr. phil. nat. y Offenbach/Main, Munster. 16, was duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal VI (Case VI) at the Palace of Justice, Saarberg.

During the war I was the director of the plant Offenbach/Main of the I.G. Farben.

1.) Shortly after ^{the} Polish campaign I heard that a boiler was for sale in the Wola-factory, which would be suitable as part of an experimental plant, which I wanted to install in Offenbach. At that time, that is shortly after the Polish campaign, I bought this boiler. A few parts were missing, nevertheless the price, as far as I know, was paid, which the boiler as a whole completely now would have cost. Since this was a relatively minor object I attached no importance to this purchase. I do not remember ever to have informed Herr Prof. Lautenschlaeger or Herr Director Jachms of this purchase. There was no reason for doing so. For I was an independent works manager. Besides this was a minor object and not a matter of greater importance. Naturally a credit request was made later on for the whole plant. However it was not customary for these credit applications to report on the origin of the inventory bought. Besides this credit application occurred after the purchase, so that the purchase in no way could have been canceled.

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Besides the boiler arrived only in 1944. Due to the war events it was not installed, but remained packed, then was confiscated and returned to the Zoruta.

2.) I saw Director Jaehne frequently during executive meetings, in which the current technical and scientific problems were put to debate. I participated in these executive meetings for years. No political or military events were discussed during these meetings. Only one gentleman, who in the meantime died, tried once in a while to make statements of a political character, whereby he used phrases characteristic of certain Nazi-circles. These very rare attempts of reporting frequently were turned aside by extraordinarily sharp, ironical-sarcastical, but extremely well placed remarks of Herr Jaehne, which on one hand ridiculed the mentioned gentleman and on the other left no doubt about the realistic attitude of Herr Jaehne towards National-Socialism and its evil outgrowths.

Schopfheim/Baden, 10 March 1948

signed: Dr. Alfred Hagenboecker

- 3 -

Certification of signature.

Dr. phil. nat. Alfred Hagenbocker of Schopfheim/Baden, Industriestrasse 13 formerly of Offenbach/Main, personally acquainted to me, has today personally executed his signature in my presence on the reverse page hereof, publicly certified as authentic.

Schopfheim/Baden, 10 March 1948.

(the tenth of March nineteen hundred forty eight)

Baden Notary Office I Schopfheim

Justizrat signed: signature as Notary

3 Court fee stamps:
per RM 10.--
per RM 2.--
per RM 1.--

Rubberstamp: Baden Notary Office
Schopfheim/Wiesental.

Cost account:

Value 20,000 RM
Reich Fee regulation Section 39 RM 13.--

Receipt No. 4677
Share of Fee 0.98 RM
.....63/II/48.

Schopfheim, 10 March 1948.

The assisting Clerk

signed: signature

True and correct copy of the above document certified:

Huernberg, 12 March 1948.

signed: Dr. Hans Pribilla

attorney

affidavit.

I, Dr. Ferdinand F e n s e l, born 23 December 1894 at Kulmbach, residing at Frankfurt/Main - Hochst, Brueningstrasse 67, have been warned that I should make myself liable to punishment by giving a false affidavit. I declare in lieu of an oath that my statement is true and that it was made in order to serve as evidence before the Military Tribunal VI (Case VI) at the Palace of Justice in Nuernberg. I am the head of the Social Welfare Department of the Farbwerke Hochst. In my department I had a statement made of the expenditure of the plant at Hochst incurred in addition to the wages for each foreign laborer and each year from 1942 to 1944. These facts I have compiled in the enclosed list dated 13 January 1948 and affirming that it was made according to the best of my knowledge and belief I attach it as enclosure to this affidavit.

signed: Dr. Ferdinand Fensel

The above signature by Dr. Ferdinand Fensel, executed before me, Helmut Eisenblaetter, is hereby certified and attested by me.
Frankfurt/Main-Hochst, 10 March 1948.

signed: Helmut Eisenblaetter
(Helmut Eisenblaetter)
Defense Counsel Assistant at
the Military Tribunal VI in
Nuernberg.

True and correct copy of the above document certified:
Nuernberg, 12 March 1948.

Dr. Hans Fribilla
Attorney

Farbwerke Hoechst
 U.S. Administration
 Frankfurt (Main)-Hoechst
 Social Welfare Department

13 January 1948

Re: Expenditures of the plant Hoechst for foreign laborers.

Number of employed persons

				Total
Foreign laborers in the year	1942	1943	1944	1942-1944
	2,814	3130	3219	

Additional expenditure
 by the plant for each
 foreign laborer and year:

a) for billeting and disinfecting station	RM 300.--	357.80	357.10	1014.90
b) for feeding	RM 372.50	403.80	415.25	1191.55
c) for travelling ex- penses to the plant, furlough travelling expenses, for the re- turn journey, separation allowance, clothing, cultural care, interpreters, camp administration etc.	RM 177.40	267.85	225.40	670.65

	RM 849.90	1029.45	997.75	2877.10
--	-----------	---------	--------	---------

True and correct copy of the above document certified;

Nuernberg, 12 March 1948

Dr. Hans Pribilla

Attorney

Affidavit.

I, Albert de Vries, born on 8 September 1899 at Cologne, residing Frankfurt/Main-Hoechst, Antwoiterstrasse 22, have been warned that I should make myself liable to punishment by giving a false affidavit. I declare in lieu of an oath, that my statement is true and that it was made in order to serve as evidence before the Military Tribunal VI (Case VI) at the Palace of Justice in Nuernberg. During the war I was Chief of the commissary organization at the I.G. plant Hoechst which provided food for the foreign workers. After the occupation I supplied the so-called displaced-persons with food in the kitchens of the I.G. Plant Hoechst. The American Officer in charge, at that time Captain Radigan, gave me a testimonial in appreciation of the work done by me, of which I enclose a copy in the enclosure to this affidavit.

signed: Albert de Vries

The above signature of Albert de Vries, executed before me Helmut Eisenblaetter, is hereby certified and attested.
Frankfurt/Main-Hoechst, 10 March 1948.

signed: Helmut Eisenblaetter
(Helmut Eisenblaetter)

Defense Counsel Assistant at the
Military Tribunal VI in Nuernberg

True and correct copy of the above document is hereby certified.
Nuernberg, 12 March 1948.

signed: Dr. Hans Pribilla
Attorney

To Whom It May Concern,

I write these lines in appreciation of the conscientious and loyal service rendered to the Displaced Persons Section of this Military Government Detachment by Mr. Albert de Vries of Hoechst. Beginning on April 1, 1945 and continuing until August 15, 1945, Mr. De Vries operated the kitchen within the limits of the I.G. Farben plant in Hoechst from which all the displaced persons billeted in the Hoechst area were fed. During the months of April, May and June he administered and directed the staff which fed 15,000 persons per day. In July the numbers were steadily reduced and in August the camps in the Hoechst area were terminated as the displaced persons moved to their homelands. I found Mr. de Vries to be courteous and considerate to all persons connected with the program, whether of military status or amongst the displaced persons. He and his staff often worked long hours that persons would be fed proper food and in the prescribed quantities. I believe him to be thoroughly honest and upright in his dealings pertinent to his work. I am conscious of no dissatisfaction having ever been expressed or implied with his management of the facilities and personnel placed at his disposal. He undertook the feeding activities at a time when we are sorely pressed for qualified and experienced personnel to feed large numbers of displaced persons of all nationalities. He has a record of splendid performance with USMRA Team 26 in the Hoechst area. Present indications are that area has been solved and the program there discontinued. In justice to the loyalty and devotion to duty which Mr. de Vries has always shown to me and associates in the Displaced Persons Program in Frankfurt I write these lines of appreciation and recommendation.

27 August 1945.

(rubberstamp, signature)

H.P. Radigan
Captain-Spec Res-AUS
Displaced Persons Off.
Mil. Gov. Detach. # 6

True and correct copy of the above document certified.

Muornberg, 12 March 1948.

Dr. Hans Fribilla
Attorney

Affidavit.

I, Albert de Vries, born 8 September 1899 in Cologne, residing at Frankfurt/Main-Hochst, Antoniterstrasse 22, have been fully warned that I should render myself liable to punishment by delivering a false affidavit. I declare in lieu of oath that my statement corresponds to the truth and was made to be submitted as evidence to Military Tribunal VI (Case VI) at the Palace of Justice, Nuernberg.

During the war I was manager of the commissary organization of the I.G. Works Hochst which was in charge of the feeding of the foreign workers.

I succeeded in finding some menus which show the camp feeding in the foreign workers camps during the war period. Attached to this affidavit I enclose a photostat of the original menu of 16 December 1942 covering the Christmas period from 20 to 25 December 1942. In addition I enclose attached to this affidavit 3 more menus covering the period from 9 to 15 May 1943, and that separately for the Italian mess, the French mess, and the prisoner-of-war mess. I assure that they are original menus which were in no way altered by me.

signed: Albert de Vries

The above signature of Albert de Vries, executed before me, Holmut Eisenblaetter, is hereby certified and attested by me.

Frankfurt/Main, 10 March 1948

signed: Holmut Eisenblaetter
Defense Counsel Assistant
at Military Tribunal VI,
Nuernberg

Certified true copy of the above document.

Nuernberg, 13 March 1948

Dr. Hans Pribilla
Attorney at Law

DOCUMENT BOOK III JAHRE
DOCUMENT No. 51

V. G. H o e c h s t
Mess Establishments
Frankfurt/Main-Hoechst, 16.12.42

Camp Feeding: Foreign Workers

Menu for the Period from 20 December 42 to 26 December 42.

Day	1. breakfast	2. breakfast	bread	lunch	supper
Sa	coffee beverage 150 g sugar 62,5 g butter	45 g sausage	600	roast pork Brussels sprouts potatoes in their jackets	cream of wheat soup and potatoes
Mo	coffee beverage	45 g sausage	700	boiled beef, horseradish, cabbage-slaw, potatoes	cabbage soup with potatoes
Tu	coffee beverage 50 g margarine	62,5 g cheese	---	sauce with egg, red cabbage, potatoes in their jackets	oatmeal- soup with cabbage
We	coffee beverage 175 g marmalade	45 g sausage	700	fried meat loaf mixed cabbage potatoes in their jackets	thick noodle soup
Th	coffee beverage 62,5 g butter	45 g sausage	---	roast veal savoy cabbage potatoes in their jackets	stewed meat cream potatoes
Fr	coffee beverage	45 g sausage	700	omelette, gravy carrots and cabbage, potatoes in their jackets	potted beef and cabbage
Sa	coffee beverage	45 g sausage	---	boiled pork with sauerkraut and mashed potatoes	noodle soup with cabbage and tomatoes
		270 g	2700 g		230 g

Subject to change!

signed: Signature

This schedule to be returned to the Camp Management at the end of the week.

Certified true copy!

signed: Dr. Hans Pribilla
Attorney at Law

Nuernberg, 13 March 1948

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I. G. H o e c h s t
Camp Mess Administration

Frankfurt (Main)-Hoechst
3 May 1943

Camp Feeding

Italian Mess

Bill of Fare for the Period of 9 May to 15 May 1943

Day	1st breakfast	2nd breakfast	Bread	lunch	supper
Sa	coffee	62,5 g butter 45 g sausage 225 g sugar	1000	roast veal with gravy mashed potatoes lettuce salad 50 g	cream of wheat soup
Mo	coffee	45 g sausage	500	boiled beef red beets potatoes in their jackets 45 g	tomato soup with macaroni
Tu	coffee	45 g sausage	500	mixed cabbage with potatoes in their jackets	macaroni soup
We	coffee	62,5 g cheese 50 g margarine		roast beef with red cabbage and potatoes in their jackets 45 g	oatmeal soup
Th	coffee	45 g sausage 175 g marmalade	1000	hash with mushrooms mashed potatoes green tomatoes 45 g	noodle soup with cabbage
Fr	coffee	45 g sausage		German pancakes lettuce salad potatoes in their jackets	macaroni soup
Sa	coffee	45 g sausage	500	sauerkraut with bacon, potatoes in their jackets 45 g	mushroom soup
			270 g	230 g	

Subject to changes!

signed: De Vries

Certified true copy!

signed: Dr. Hans Fribilla
Attorney at Law

Nuernberg, 13 March 1948

I.G. H o e c h s t
Camp Moss Administration

Frankfurt/Main-Hochst,
3 May 1943

Camp Feeding

French Moss

Bill of Fare for the Period of 9 May to 15 May 1943

Day	1st breakfast	2nd breakfast	bread	lunch	supper
Sa	coffee	62,5 g butter 150 g sugar	500	fried pork sausage lettuce salad boiled potatoes stewed rhubarb 100 g	oatmeal soup
Mo	coffee	45 g sausage	1000	boiled beef spicy gravy potatoe stew green tomatoes 40 g	potatoe
Tu	coffee	50 g margarine 45 g sausage		spinach with egg tomato sauce mashed potatoes	potatoes + mushroom- sauce pickled cucumber
We	coffee	45 g sausage 175 g narmalade	500	stewed meat with gravy string beans, w., washed potatoes 45 g	tomato so with noodl
Th	coffee	45 g sausage 62,5 g butter		fried meat loaf with gravy, red beets, mashed potatoes 45 g	pea soup cooked wit meat
Fr	coffee	45 g sausage	500	German pancake tomato sauce ppinach, potatoes, in their jackets	cabbage so choese cake
Sa	coffee	45 g sausage		roast beef in vinegar sauce, potato dumplings stewed fruits 45 g	cream of wheat soup with cabbage
		225 g		275 g	

Subject to changes!
Certified true copy,

Nuernberg, 13 March 1948

signed: De Vries
signed: Dr. Hans Pribilla
Attorney at Law

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I.G. H o e c h s t
Camp Mess Administration

Frankfurt/Main-Hochst,
3 May 1943

Camp Feeding Prisoners of War

Bill of Fare for the Period of 9 May to 15 May 1943

Day	1st breakfast	2nd breakfast	bread	lunch	supper
Su	coffee	100 g sugar 50 g sausage 50 g margarine		fried pork sausage with gravy, saled boiled potatoes stewed rhubarb 50 g	onion soup
Mo	coffee	35 g sausage	500	boiled beef with spicy gravy stewed potatoes green tomatoes 40 g	potato soup
Tu	coffee	50 g margarine 62,5 g cheese		spinach with tomato sauce, mashed potatoes	potatoes with mushroom- sauce, pickled cucumber
We	coffee	35 g sausage 175 g marmalade	500	string beans with gravy and mashed potatoes	tomato soup with noodles
Th	coffee	35 g sausage 50 g margarine		fried meat loaf with pea gravy, red beets, mashed potatoes 40 g	pea soup
Fr	coffee	35 g sausage	500	German pancakes, tomato sauce, spinach, potatoes in their jackets	cabbage soup
Sa	coffee	35 g sausage	500	Roast beef with vinegar sauce, potato dumplings 40 g	cream of wheat soup
		180 g		170 g	

Subject to changes!
Certified true copy!
Ruornberg, 13 March 1948

signed: De Vries

signed: Dr. Hans Pribilla
Attorney at Law

affidavit.

I, Johann Kurt Riess, born on 8 November 1897 in Reichshofen, residing in Leverkusen-Bayerwerk, Carl Rumpffstrasse 5, have been duly warned that I render myself liable to punishment by delivering up a false affidavit and I certify on oath that my statement is in conformity with the truth and was made to be submitted as evidence to Military Tribunal VI (Case VI) in the Palace of Justice Nuernberg.

I have known Director Jaehne for about 20 years. Formerly he was my senior engineer. Later I was along with him in the Engineering Committee as technical director of -gfa.

During this period, I came to know Director Jaehne as a man who always promoted the technique and development of free economic life. In his capacity as chairman of the Engineering Committee, he was obliged on various occasions to discuss with us measures ordered by the Third Reich. In doing so, Director Jaehne always displayed an attitude which was unequivocally and frankly averse to National Socialism. National Socialism was in contradistinction to his whole nature and attitude. In his opinions on measures of the Government at that time he was very frank, so that outsiders could not have been permitted to hear this view-point.

As regards training of foreign workers, I can only say the following:-

Director Jähne was averse to training of workers in occupied countries. It entailed so much expense that it was only decided in favour of very reluctantly. On the other hand, it was necessary to ~~gr~~ ~~ve~~ a younger generation of artisans since just our best artisans had been drafted for military service. Besides, the Sauckel Amt had taken measures which were against our wishes. It had had foreigners engaged here and there and distributed without ^{due} consideration, so that in most cases we could certainly not use the people offered by the Sauckel Amt as artisans for technical reasons. On the other hand, there were very many of these people, too, who had only come to Germany unwillingly, due to force of circumstances and worked correspondingly unwillingly.

I myself experienced training of workers in the Agfa schools. The aim was to guarantee foreign workers a thorough technical training free of cost and then to employ these skilled workers in Germany. The schools were erected entirely at our cost with the co-operation of recognised contractors in the country concerned. The rooms, tools, social accommodation, washing and bathing facilities, living rooms etc. were provided at our expense. Machines, tools, appliances etc. had, for the most part, to be brought from Germany since they were not to be had at all in the country concerned. People employed in the Agfa schools wore our trade mark, the Agfa rhombus, on the chest of the work jacket.

The people were recruited on a voluntary basis. They received 1000 wages during the training. Besides, feeding was seen to in as far as was possible, as a result of this training with us, the people escaped conscription for compulsory service by the authorities. After the school period was over, the pupils were assigned to plants which had been indicated to them beforehand. After being assigned, part of the wages was paid out directly in the home country to the families, while the remainder was left to the workers in Germany. Wages and remuneration were essentially higher than what German skilled workers received. The people got leave. ^{Particularly} the western workers took very great advantage of this leave possibility since on these leaves they could still deal in goods, too. Naturally it was not possible to exclude the authorities entirely since otherwise passes for transport were not to be had.

In the schools, training was in the hands of German masters together with 1 to 2 masters from the country concerned. The foreign masters went at fixed intervals, also at our expense, to Germany. There they visited their men just like the foreign contractors whose workers the former pupils remained.

If complaints are made that people disappeared from the schools then that indicates the following. Some people took advantage of the training possibility in the schools in their home country to escape conscription for compulsory service in Germany. Now when the school period was at an end and they were to go to Germany, they simply did not do so, but disappeared, perhaps to go once more through a similar training in another place and, in this way, get out

- 4 -

of work in Germany for as long as possible. These cases increased considerably especially towards the end of the war.

Lowerkussen-Bayerwerk 4 March 1948.

signed: Kurt Riess
(Kurt Riess).

Signed before me by Herr Johann Kurt Riess as the person who delivered up the above affidavit.

signed: Dr. Hugo Schramm
(Dr. Hugo Schramm)

Attorney and Defense Counsel.

Certified true copy of above:

Muernberg, 9 March 1948.

Dr. Hans Pribilla,
Attorney

Affidavit.

I, Otto Carl Hermann E i n s l e r, born on 26 June 1887 in Jerusalem (Palestine) residing in Leverkusen-Bayerwerk, Carl-Rumpf-Strasse 73, have been duly warned that I render myself liable to punishment by delivering up a false affidavit. I assert on oath that my statement/^{is} in conformity with the truth and was made to be submitted as evidence to Military Tribunal VI (Case VI) in the Palace of Justice Nuernberg.

As head of the engineering departments of the Works Group Niederrhein of the former I.G. Farbenindustrie Aktiengesellschaft, I assert on oath that the attached report concerning establishment and development of artisan schools abroad, which is marked by no. : an original report of Hauptgruppe (Main Group) III.

Leverkusen-Bayerwerk 28 Feb. 1948.

signed: Otto Einsler
(Otto Einsler).

Signed before me by Herr Otto Carl Hermann Einsler as the person who delivered up the above affidavit.

signed: Dr. Hugo Schramm
(Dr. Hugo Schramm),
Attorney and Defense Counsel

Certified true copy of above document.

Nuernberg, 9 March.

Dr. Hans Fribilla,
Attorney.

C o p y (excerpts)

THE FOUNDING AND DEVELOPMENT OF TRADE SCHOOLS IN FOREIGN
COUNTRIES.

.....

II. Reasons for transferring the schools to foreign countries

There already have been big debates on this point. Our reasons were as follows:

- 1) It was much easier to make a selection on the spot because, through personal contact with the Plenipotentiary General for Labor Allocation and the employment offices, the best suited persons were soon referred to us.
- 2.) It was cheaper to select students and for us it meant, in comparison with a selection within Germany, a saving of available labor. Thus, a selection was made from 502 applicants for our first course for mechanics (Schlosser) in Copenhagen, of which 32 men were chosen. This was an exception. Nevertheless, the following should be observed:

.....

c) Unsuitable workers, who would have been sent back or even employed in Germany, would have been more food for enemy propaganda (that foreign workers had been lured to Germany under false pretenses), and at the very least would have made difficulties for our future recruiting.

Total enrollment in the three schools in Copenhagen, Antwerp and Paris to date has been: 212 persons = 100%

dismissed during schooling 53 persons =
examined and sent to Germany 108 persons = 53
Dismissed after examination 2 persons = :
in schools at present 49 persons = :

These figures speak for our contention.

.....

III. Use of foreign operators.

The question of why we use foreign operators in such schools is always brought up. Here are our reasons:

5.) Recruitment is easier because the foreign worker, who has been intimidated by enemy propaganda, still mistrusts the German operator.

.....

F. Welding schools on hand or in process of development.

I. Welding school in Antwerp.

Taken over on 16 Jan. 1943.

A large laundry establishment was rebuilt. Floor plan in enclosure 11, photographs in enclosure 12. Capacity 19 m.

1) Construction and installation costs:

a) Construction	RM 4,970.-
b) Installations	" 16,630.-
c) Miscellaneous	" 4,800.-

Total: RM 26,400.-

Costs were paid by FAL-fabrik Jolfen. The firm Swannet & Francois, Antwerp, Grootte Markt 40, is the administrator.

2) Current expenses are paid by the I.G. They average,
for 19 men per month :

Gas	RM 2,185.-
Oxygen	RM 210,-
Supplies	RM 1,140,-
Power	RM 115,-
Other expenses	RM 2,650,-
	<hr/>
	RM 6,300.-

3.) Wages per man.

The trainee receives 6,75 Belgian francs = RM 0,54 per hour, from which the legal deductions are made. Payment is weekly.

4.) Compensation for operators.

The operator receives RM 1,56 per trainee per hour. In return he takes over the duties connected with installation and expansion, administration, the payment of wages, providing currently needed supplies, the recruiting in collaboration with the Plenipotentiary General for Labor Allocation, and the transfer to Germany.

5.) Transfer to Germany (18 Jan. 1943 until 15 May 1943).

enrolled for schooling, total	56 persons = 100%
dismissed during schooling	3 persons = 5%
examined and sent to Germany	35 persons = 61%
in schools at present	20 persons = 34%

Chart in enclosure 13.

Document Book 3 Jahre
Doc. Nr. 53

.....

Wolfen, 19 May 1943 Lo.

signed signature

Certified true copy of the above document.

Huernberg, 12 March 1948

signed: Dr. Hans Fribilla
Attorney

A f f i d a v i t

I, Karl Gebhardt, Diplom Ing., born 19 Oct. 1891 at Hoexter, living at Hoexter on the Meser, Brenkhauserstrasse 5, have been informed that I expose myself to punishment if I make a false statement in lieu of oath. I declare in lieu of oath that my statement is true and was made to be presented as evidence before the Military Tribunal Court VI (Case VI) at the Palace of Justice, Nuernberg.

In the minutes of the meeting of the technical supervisors in the Maingau on 24 Jan. 1944 (Prosecution Exhibit 1363), at which I was present, according to the roll call, it says, as I have been shown:

"Gebhardt informs us that the subcontracting firms in Belgium may recruit workers again as of 1 Febr. 1944, which it is hoped will lead to an increased use of foreigners. At our instigation the SS will take measures against foreigners who do not return from furloughs."

To these two sentences I have the following to say:

1.) The only influence we exercised on the recruiting of labor by the Belgian subcontracting firms was in making it possible for these firms, through our orders, to offer good pay and good food to new workers. In spite of all these privileges in comparison with German workers, and in spite of extra pay as an incentive for a better performance, the use of these firms remained but a poor substitute, because workmanship and know-how were usually lacking.

But of necessity and in accordance with our instructions we had to fall back on the use of these workers since others were not available. Only in this way can the first sentence quoted from the record be understood.

2.) Members of the Technical Section occasionally made business trips, primarily to place orders with the Belgian and French companies. After returning from such a trip to Belgium or Northern France, the man concerned would make a report on the measures that German agencies intended to take against foreign workers who were unwilling to work or who broke their contracts. My statement at the supervisor's meeting under discussion could only refer to this report. The second sentence in the record does not mean that the supervisors decided to report all slackers and non-returnees, so that the SS could proceed against them. It only means that I reported to the supervisor's meeting that the SS would proceed against non-returnees in case we report the non-returnees.

I do not know that we ever reported a non-returnee. There was no cause for such interference on our part in the affairs of the Belgian and French subcontracting firms, because they themselves were exceedingly interested in replacing workers who left and we, for our part, were not interested in retaining workers who obviously did not wish to work.

I never learned of any measures in this connection that issued from the Hoechst plant a.d could have led to a persecution of foreign workers, or of any decision of the plant management in this respect.

Hoexter a.d. Meser, 4 March 1948

signed: Karl Gebhardt

The signature executed before me on the reverse side today of Diplom Ingenieur Karl Gebhardt, Hoexter, Brenkhaeuserstrasse 5, who is personally known to me, is herewith certified by me.

Doc.register No. 58,1948

Hoexter, 4 March 1948

(stamp) signed: Ingolf Scherling
Notary

Costs:

Value: RM 10,000

Fee, section 31 KMO RM 8,00
Turnover tax RM - ,24

RM 8,24

The notary: signed: Scherling

True certified copy of the above document.

Muernberg, 10 March 1948

Dr. Hans Pribilla
Attorney

I, Diplom Ing. Alexander Liegand, born 27 July 1883 at Fulda, Fulda County, living in Kronberg, Taunus, Burgerstrasse 27, have been informed that I expose myself to punishment if I make a false statement in lieu of oath. I declare in lieu of oath that my statement is true and was made to be presented before the Military Tribunal Court VI (Case VI) at the Palace of Justice in Nuernberg as evidence.

Griesheim-Autogen was a machine and armature plant that made all equipment necessary for welding and for use with gas used under pressure. Autogen did not produce war supplies. Only from Nov. 1939 until June 1940 did Autogen fill a test order for 100,000 tracer bullet filler units, which was not followed by a subsequent order, however.

The French prisoners of war did not come to the plant until the fall of 1940, therefore they were never used to produce these tracer bullet filler units.

Aside from this one test order, the war time production did not differ from the peace time production. The plant management, especially Herr Direktor Jashno, fought for a long time against having the plant placed in the category of an armament plant. This also happened at a very late date, so far as I know not until 1943. The decisive reasons for this were better machines and supplies.

If the standards of 1939 had been applied to the manufacturing program, this classification as an armament plant could never have been justified.

A small part of the production was destined for the Wehrmacht. This included a locking valve mechanism for hydrogen bottles which were used for air raid protection, in particular for balloon barrages. Outside of this, welding equipment was delivered to engineer depots, because the Wehrmacht, of course, needed welding equipment for its building projects just the same as it needed hammers, nails, lumber etc.

About 80 to 85% of the total value of production went, even during the war, to industry and the trade.

In Autogen only French prisoners of war were employed who belonged to a special work group which was constantly inspected by an officer of the Wehrmacht to see that the use of the prisoners of war complied with the provisions of the Geneva Convention.

Kronberg, Taunus, 2 March 1948

signed: Alexander Högand

No. 106 of the document register for 1948

The above signature of Herr Dipl. Ing. Alexander Högand, living in Kronberg/Taunus, Bürgerstrasse 27, is herewith officially certified.

Frankfurt am Main, 2 March 1948

signed: Dr. Remmert
Notary

Costs:

Value: RM 3,000,-

Fee acc.sect.144,26,39 RKO RM 4,-
Turnover tax RM -,12

RM 4,12
=====

Notary

Certified true copy of above document.

Nuernberg, 8 March 1948

Dr. Hans Fribilla
Attorney

Affidavit.

I, Professor Dr. Ing. habil Hermann Holler, born on 21st September 1896 in Weissenburg, residing in Frankfurt/Main West 13, Frauenlobstr. 45, was duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal VI (Case VI) at the Palace of Justice, Nurnberg.

I was formerly the director of the plant Griesheim/Autogen. The plant during the war remained true to its peacetime manufacture of auto welding- and cutting tools. To my knowledge this manufacture was not counted among war manufacture. Because welding- and cutting tools are needed all over the world just as nuts, screws and soldering. Of course the Armed Forces too for their repair parks, shops, etc. needed welding- and cutting tools, just as much as nails, hammers and wood. However the deliveries to the Armed Forces amounted only to a small fraction of the total turnover.

In the plant Autogen French prisoners of war and Eastworkers were ^{also} employed, I had not directly to do with taking care of them; however I may say that I never heard of any adverse treatment of foreign workers.

Frankfurt/Main, the.....

Signed: Holler
(Dr. Ing. Hermann Holler)

No. 330 of the Doc. Roll of 1948.

The above signature of Professor Dr. Ing. Hermann Holler, Frankfurt/
Frauenlobstr. 45, recognized by me, is, herewith, certified.

Frankfurt/Main, 5th March 1948,

(Stamp)

Signed: Weidemann
Notary Public

Value RM 3,000.--

Fee For. EO RM 4.12

Signed: Weidemann
Notary Public

The true and correct copy of above document is certified.

Luernberg, 11th March 1948.

Dr. Hans Pribilla

attorney at law.

Affidavit.

I, Josef Gms, born on 25 March 1894 at Eltville/Rhein, residing Frankfurt/Main-Schwanheim, Blankenheimerstr. 46, was duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal VI (Case VI) at the Palace of Justice Nurnberg.

I was and still am Director of the Personnel Office at the I.G. plant Hoechst. The working hours of foreign workers were the same as those of the Germans. Working hours were between 53 and 56 hours per week,

In regard to wages the foreign workers were better off than the German workers. Since the foreign workers being unaccustomed to the work could not produce at the normal rate, they were given better piece work rates. The German workers many times complained about this.

A few 12 - to 14 year old children were upon request of their Russian parents called in for work, in order that they might receive better nourishment, since as children they naturally received less than adults. But this was only half-day work and of a kind suitable to children's abilities. They were used to clean bicycles. The other children were given school instruction in their own language by a Russian teacher.

These were children of Russian families that arrived here together and also remained living together. For the very small children there was also a Kindergarten here well furnished.

It is not known to me that we had women at work more than 60 years of age. A few women of Russian nationality indeed looked very much worn out. It is possible that they could have been taken for more than 60 years of age. They were used for work fitting to their age, namely for cleaning in the camps and office buildings, perhaps also for kitchen work, which was much in demand with the women.

The camps of the foreign workers were not surrounded by barbed wire, but by ordinary fences like any other civilian estate.

The foreign workers coming from the West came on the basis of contracts of the I.G. plant Hoechst with the individual companies of the respective nationality, which in these contracts promised to make available a certain number of workers. The foreign workers then continued to be paid by these companies. All companies had employees with us who were keeping the accounts for them. No kind of coercion was exerted upon these companies. The representatives of these companies were in Germany all the time and also cared for the workers after placing them. We never had the impression that these people had been forced to come here or had been recruited somewhere. Rather, I know positively that at least some of these foreign workers had been for years original workers of these firms.

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The Belgian de Bruyn came to the plant on 22 June 1943 as an employee of the construction firm De Witt, Antwerpen. I still found his payroll and personnel files. I have ascertained that he worked as a carpenter at the plant and was rated as an expert craft man. His hourly wages were 90 pfennig per hour besides a daily allowance of RM 1.50. Up to the time of his separation on 14 March 1945 (altogether 527 workdays) he worked 3933 hours in 466 workdays, that is on the average 8.50 hrs per workday. In addition to his wages he received during this time 694.59 RM as piece work remuneration and at the end of the year 1944 a bonus of RM 20.- During the time of his employment he worked only on 8 Sundays. But he was absent without excuse for 27 workdays. For 5 days he was sick. He was home in his country on vacation several times, together 39 workdays and always returned voluntarily.

Frankfurt/Main - Hoechst, 8th January 1948.

signed: Josef Ams

The above signature of Josef Ams executed before me, Helmut Eisenblaetter, is herewith certified and attested.

Frankfurt/Main-Hoechst, 8th January 1948.

Signed: Helmut Eisenblaetter
 Defense Counsel Assistant at the
 Military Tribunal VI, Nuernberg.

The true and correct copy of above document is certified.

Nuernberg, 7th March 1948.

Dr. Hans Fribilla
 Attorney at Law.

Affidavit.

I, Josef Wilhelm Mueller born on 8 July 89 in Frankfurt a.M. residing in Frankfurt a.M., Ahrtalstr. 2, have been duly warned that I render myself liable to punishment by delivering up a false affidavit. I assert on oath that my statement is in conformity with the truth and was made to be submitted as evidence to Military Tribunal VI (Case VI) in the Palace of Justice, Kuerberg, Germany.

I am head of the wood-work shops in the I.G. Werk Hoechst. Among others the carpenters department Ch 38 in which de Bruyn worked was under me. He had to do the same work as the Germans. At the start, he worked with his fellow-countrymen, later, together with Germans. On the whole, I was satisfied with his work, even if, like most of the other foreigners, he did not exert himself to the full and did not work as much as the Germans. He often stayed away, too, without being excused. But we were accustomed to that in the case of the other foreigners, too, and did nothing about it.

Working hours were exactly the same as for the Germans.

His work cannot have been unhealthy since he did the same work as the Germans, some of whom had been doing that already for many years without any ill-effects. It is out of the question that he was physically maltreated at work.

He never complained about bad food, bad working conditions, and bad accommodation, as far as I heard. It is correct that he was sent to Wiesbaden for a time. However,

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... , he did not wish to live in Wiesbaden but went back to Hoechst
each day although the train journey was very tedious and
inconvenient. This indicates that he was better pleased with food
and living conditions in Hoechst than in Wiesbaden.

Frankfurt on Main-Hoechst, 6 January 1948

signed: Josef Mueller
Signature (Name)

Above signature of Josef Wilhelm Mueller executed before me
Helmut Eisenblaetter is hereby certified and attested by me.
Frankfurt on Main-Hoechst, 6 January 1948

signed: Helmut Eisenblaetter
Signature (Name)

Assistant Defense Counsel at
Military Tribunal in
Nuernberg.

Certified true copy of above document.

Nuernberg, 7 March 1948

Dr. Hans Pribilla
Attorney

Affidavit,

I, Dr. Adolf B a l d u s, born on 24 October 1884, residing in Frankfurt/Main-Hoechst, Eduardsweg 26, have been duly warned that I render myself liable to punishment by delivering up a false affidavit. I assert on oath that my statement is in conformity with the truth and was made to be submitted as evidence to Military Tribunal VI (Case VI) in the Palace of Justice, Nuernberg.

Since 1921, I have been works' doctor of the Farbenwerke of Hoechst. As regards Document NI 11613, Prosecution Exh. 1367, Affidavit de Bmyn submitted to me, I declare the following:

1. Medical attention.

During the war, the foreign workers of the Hoechst works used the same waiting rooms as the German workers in the event of illness and were also examined in the same surgeries. They had at their disposal, just as the latter, a dispensary which was generally recognized as first-class with its laboratories, an X-ray department, hydrotherapeutic and electrotherapeutic installation as well as a bander room and a massage department. This dispensary was used by the foreigners to a greater extent than by the German workers. How good the sick-bay was is best proved by the fact that after the end of the war it was commandeered by the occupying power for its military and civilian personnel.

The care of the foreigners was in the hand of two German doctors and a German lady doctor augmented later by a Russian lady doctor for the Russians, and in 1944, a French doctor for the French and Belgians. Hours of consultation were divided up, of course, according to nationalities and hours of the day, however the consultation

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hours could not generally be adhered to accurately since working hours had to be taken into consideration. And so it happened that the foreigners were sitting in the waiting room at the same time as German workers and were also examined at the same time in the surgery. Examination was carried out in a thoroughly proper way. Therapeutic treatment was ordered on a more than adequate scale and applied.

The first American commandant of the foreigners camp Major Raddigan, on the occasion of a meeting, confirmed, without being asked, the fact that, according to what he had ascertained, the treatment as well as the therapy in the case of the foreign workers was extremely proper.

The assertion of the witness Bruyn that injured workers got no attention is likewise wrong. It was seen to that, immediately after any accident, foreign as well as German workers could undergo medical treatment. Every time a doctor was called for, in winter as in summer, day and night, one was on the spot to go to see the patients. The injured if they were still able to work had fixed appointments for change of dressings and had the dressings done daily if possible after work so that the workers could go to their living quarters and dining room with clean bandages. If people fell ill and could not go to the dispensary, they were visited by the doctor in the huts. If necessary, they were sent to the hospital hut of the Farbwerke Hoechst or to the Hoechst hospital. I myself went to the camp which was 10 minutes away with an assistant to see Russian patients who, on different occasions, came to Hoechst with leg ulcers, and dressed them there so as to save them the journey to the dispensary. When French prisoners of war fell ill with dysenteric bowel catarrh I visited

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then twice a day in their camp even though they were not dangerously ill. If treatment in the living quarters was not possible, the patients were brought to the dispensary in an ambulance, examined there and placed in the hospital. No medicine was spared that could serve to preserve the health and life of the foreign workers.

Even remedies which, for war reasons, could only be obtained for the civilian population in the chemists shops for certain illnesses, and on a doctor's certificate and even then not always, as, for instance, camphor, the works made available to us in the case of other illnesses too, contrary to official instructions. I am in a position to submit sick cards in which, in the case of illness of foreigners, remedies were ordered and used which the doctor could never have indulged in outside for Germans in the face of health insurance on account of the cost. Therefore, the foreigners in the works got along better as regards medicines than Germans outside the works.

If the witness de Bruyn alleges further that it was forbidden to be sick for this would have cost ones life and asserts that the German doctors refused the foreign workers access to the dispensaries then this assertion is contradicted merely by the fact that daily at least 60 to 70 and more foreign workers were at the dispensary and were examined and treated there.

Besides, if a worker, and that goes for a foreigner too, fell ill and went to the surgery an index card was made out for him where entries were made for later illnesses. This sick card-index is still kept. Because of this card-index I have been able to draw up the following list concerning the number of camp inmates and the number of card-index cards made out.

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Nationality:	Number of foreigners:	Number of foreigners frequenting the infirmary on account of sick:	
	Men and Women:	Men:	Women:
Belgians	1628	1378	(altogether)
Bulgarians	14	4	
Danes	252	130	
Frenchmen	1430	1263	
Greeks	1	-	
Dutch	302	269	
Iranians	1	-	1174
Italians	1177	901	
Croats	383	93	
Lithuanians	185	134	
Poles	194	102	
Rumanians	1	-	
Russians	1714	638	
Slovaks	1	-	
Spaniards	7	-	
Stateless	23	-	
Czechs	8	-	(see Croats)
Hungarians	1	-	
	7322	4912	1174
		Total: 6086	

To these statistics I must add the remark, that only the number of index cards can be ascertained. Each one of these patients has on the whole frequented the infirmary repeatedly. The number of treatments and ailments would therefore amount to many times that number. But these figures show already that admission to the infirmaries was never blocked to foreigners and that they absolutely did not fear to be treated, but liked to go there.

The untruthfulness of the statement by the witness de Bruyn is proved incontestably, in addition, by his own behaviour. I was still able to find his index card.

A photostatic copy of this index card is added to this affidavit as an enclosure. The witness de Bruyn has, according to this card, visited the infirmary not less than twenty times from 22 June 1943 to 7 March 1945, and usually on account of minor ailments, to be treated there, without counting the visits to change bandages etc. He would certainly not have done so if the treatment had been bad or even a danger to his life.

In regard to the type of ailments of Harr de Bruyn and his treatment I would like to add the following facts:

While undergoing treatment for lumbago with hot air and massage treatments he informed us on 27 January 1944 that he was billeted together with a comrade suffering from an inflammation of the throat.

How well we cared for the physical welfare of the foreigners is demonstrated by the fact that we made an immediate throat-smear on him for a bacteriological examination. On 2 February 1944 de Bruyn paid us a visit again, this time for an infected tooth, upper jaw left, fourth tooth. He was immediately sent to the dentist for expert treatment, just as a short time later, on 13 March 1944, on account of another tooth. On 2 December 1944 he came to us suffering from an inflammation of the trachea. Right away he received high grade medicine, namely Kresival, to loosen the catarrh and Dikodid-tablets to ease the coughing irritation. Now it is quite interesting to know, that he was at the time not working at our plant but at the Firm Kalle at Biebrich, staying away from work there only in order to visit the physician at Hoechst. His fear of the physicians at Hoechst seems to have been not very excessive therefore. For otherwise he could have, if anything, visited a doctor at Biebrich. Our far reaching welfare is furthermore testified to by the fact, that he at the time was requested to appear immediately for an X-ray Examination of his lungs as soon as he worked at the Hoechst plant again.

On 9 January he came to us on account of warts. The German physician transferred him to a specialist for skin diseases for treatments with high frequency currents. Finally, on 7 March 1945, at a time when everything was upset already and especially the foreigners had different worries, he ^{still} came to the French physician yet for the treatment of three warts. If the witness de Bruyn at that time visited the physician on account of such minor complaints, then he certainly had no fear to be treated.

2.) Food.

The food of the foreigners was sufficient. It compared favorably to the food of German workers who were billeted in camps, and was therefore superior to the food of the Germans not billeted in camps. The meat and fat rations were far in excess of what the civilian population receives nowadays. Vegetables and potatoes were supplied by the plant itself through purchasing and planting. Attention was paid by the plant that each one really received his due. Nourishment at the infirmary was also such, that complaints were never voiced.

Furthermore, I made a list, at the time, of the Russian worker's weight when they joined our camp, which was compared with their weight later on. On almost all Russians, and especially the younger ones, we were able to ascertain an increase in weight. The children, especially the girls, looked well and the picture of health.

The weight of the non-Russian foreign workers was not constantly checked. Each foreign worker's weight was only checked at the time of his first examination when he joined the camp,

and again later on, in case of illness, if the symptoms of the illness gave cause for this. Therefore it was also possible with a large number of other foreign workers to ascertain the change in their weight. A frequent occurrence of reduction in weight due to insufficient food would therefore have come to my knowledge. This was not the case. Also from this the conclusion must be reached that the food was good. Now in regard to the weight of the witness de Bruyn himself, the following is to be mentioned: On 26 June 1943, when he joined the plant, he weighed 59,8 Kilo. He was last weighed on a visit to the infirmary on 17 March 1944 and weighed at the time 58,6 Kilo. His weight was not checked after this date because the symptoms of his later illness gave no cause for a reduction in weight. The alleged large reduction in weight down to 48 Kilo must therefore have occurred after that time, and cannot be explained, because in the previous nine months only the exceptionally insignificant reduction of 1,2 Kilo could be noted which besides, might constitute one of the usual temporary variations in weight. Food conditions had also not become worse in any noticeable manner. The alleged reduction in weight later on is therefore obviously due to other circumstances, possibly to a trench digging detail ordered by German authorities in the last stage of the war, on which the plant had no influence.

3.) The type of work.

De Bruyn had to carry out carpenter and cabinet maker's work in the different shops of the lower factory. The hygienic establishments of these shops are first class. Only the aniline and methylene blue-plants are shops where monthly worker's examinations are prescribed. In these plants the Hygienic establishments were

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also of the highest order. As a cabinet maker or carpenter the witness can, in any event, only have been working in these shops for a short length of time and for a transitory period. Foreign workers received besides, just like the German workers, their additional milk ration and were subjected to a monthly examination if they worked in these shops. Characteristic symptoms of disease happened to people employed in these shops after 1914 only in case an accident occurred in the shop. In the entire plant there were no unhealthy or hygienically objectionable^{shop} Occupational diseases have never been contracted by our workers who joined our staff after 1914 and who, in part, had already worked here for decades, if a plant accident did not cause any untoward incident.

Russian prisoners of war have never been employed at the Hoochst plant.

But at one time 1 or 2 transports of legionnaires arrived, that is German soldiers of Russian nationality. Concerned were mostly men whose leg or arm had been amputated, but whose wounds had healed up a long time ago. They were employed on easy jobs according to their disability.

4.) Billeting.

The billets of the foreign workers were hygienically unobjectionable. Concerned were huts, which on the whole had been built during the war with a shallow substructure and lavatories with running cold and warm water. Care was taken to change the straw in the straw mattresses often enough. That in trunks, clothing and blankets, vermin was taken into such huts, due to the change of inhabitants, is understandable. Two state examined disinfecting units were especially employed to delouse and disinfect the rooms in an expert manner as soon as vermin was reported to the camp management. All

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new arrivals were de-loused in a large de-lousing establishment built of stone, before they were billeted. The eastern workers were de-loused for a second time two weeks after their arrival.

5.) Treatment.

As a physician I have never been able to ascertain that foreigners were mistreated in the plant or camp. No foreigner ever reported anything of that kind or showed the corresponding injuries to me.

Frankfurt/Main - Hoechst, 9 March 1948.

signed: Dr. Adolf Baldus

(Dr. Adolf Baldus)

The above signature by Dr. Adolf Baldus executed before me Helmut Eisenblatter, is hereby certified and attested.

Frankfurt/Main-Hoechst, 9 March 1948.

signed: Helmut Eisenblatter
(Helmut Eisenblatter)

Defense Counsel Assistant at the
Military Tribunal VI at Nuernberg

True and correct copy of the above document is hereby certified,

signed: Dr. Hans Pribilla
Attorney

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Belgians		I.G. Hoechst, infirmary	1942/45
Last Name	Surname	Residence	Plant
Date of birth	Admission		
de Bruyn	Jan	Zeilsheim	Carpentershop.
3 October 1914	22 June 43		Sh. 25
Date	Diagnosis	Therapy	Remarks
32 3 July 43	Inflammation of both heels and ends of toes. Rivanol-bandage, powder, fit for work.		
5 8 July 43	Blepharitis on the right upper- and lower eyelid, Protocain, fit for work.		
32 24 July 43	Furuncle on left side of neck. Iloa-Bandage, fit for work.		
26a 26 July 43	Right and left palm scraped, bor-ointment. (caused by sliding rope).		concerning accident at work.
27 July 43	Idem. Doctor's certificate. Unfit for work. Scaling blisters on right hand. Bor-ointment bandage.		
28 July 43	Change of bandage. Unfit for work.		
25 27 July 43	Lumbago right and left. Hot air massage. Fit for work.		
27 January 44	Throat smear. Di. to Dr. Fussgaenger. According to Dr. Fussgaenger Di-smear negative. Compare room-mate Vekemans, Alexander.		
12 2 January 44	Carious tooth, left 4. Referred to dentist. Fit for work.		
(12) 13 March 44	Carious tooth, left 5. Referred to dentist. Fit for work.		

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Day	Diagnosis	Therapy	Remarks
11 17 March 44	Appeared at infirmary in order to obtain certificate for new food ration card. Was turned down. P-F-:		
		Blood pressure: 146/74 Pulse : 68 Weight : 58,6 Height : 167 BU : 86/76	
17 May 44	Not seen on this day. Ju.		
32 26 June 44	Scrape wounds between all toes on right and left foot. Blistering of heels, strong perspiration. Kaliumpermanganat-bath. Fit for work.	Powder.	
30 June 44	Idem-bath. Kaliumpermanganat.		
4 26 July 44	Neuralgia on temple below the hair-line. Garden. Fit for work.		
26a 17 Oct. 44	Abrasion on 3rd finger left ^A phalanx dorsal middle (at work) Riv. bandage. Fit for work.		Concerning accident some days ago.
7 20 Oct. 44	Tracheobronchitis, Hayer, Mixt. solvens.		
31 Oct. 44	Tracheobronchitis, Hayer 10 cough-drops 582. Fit for work.		
(7) 2 December 44	Tracheobronchitis, Cresival-Dicodid. Fit for work. Dr. Bl. (Has not reported to Calle in order to see doctor here. As soon as he will be working again in Höchst he is to have an X-Ray treatment).		
32 9 January 45	Veruca on right Achilles (makes wearing of shoes troublesome) Dr. Born. Fit for work. Dr. Bl.		
32 7 March 45	3 warts on right heel. have to be removed. Dr. Benassi. Fit for work.		

I herewith certify that this is a correct copy of the above document.

signed: Dr. Hans Pribilla
Attorney

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Affidavit.

I, Dr. Adolf B a l d u s, born on 24.10. 1884, residing in Frankfurt on Main/Hoechst, Eduardsweg 25, have first been duly warned that I will render myself liable to punishment if I give a false affidavit. I certify on oath that my statement represents the truth and was made for the purpose of being submitted in evidence to Military Tribunal VI (Case VI) in the Nuernberg Palace of Justice.

In order to estimate the mortality among the foreign workers in the Hoechst plant for the years 1940 to 1945 I have had a list prepared from the records of the factory sick insurance department, the payroll department and the medical department which contains the cases of death among the foreign workers. I have appended this list to this affidavit. The list shows that the number of deaths is still under the mortality figures of Germany for the period from 1931 to 1936, since at that time the mortality fluctuated between 10.8 to 11.8 per 1000 inhabitants.

signed: Dr. Adolf Baldus

The above signature of Dr. Adolf Baldus, executed before me, Helmut Eisenblaetter, is hereby certified and confirmed by me.
Frankfurt/Main-Hoechst, 9 March 1948

signed: Helmut Eisenblaetter
(Helmut Eisenblaetter)
Assistant Defense Counsel before
Military Tribunal VI in Nuernberg

The correctness of this copy of the above document is hereby certified.
Nuernberg, 12 March 1948

signed: Dr. Hans Pribilla
Attorney at Law

FARBWERKE HOECHST
U. S. ADMINISTRATION
Surgical Department

Cases of death among the foreign workers arranged according
to country of ori in and years.

Year	Belgians	Danes	French- men	Dutch	Italians	Poles	Russians	Czechs	Total
1939	-	-	-	-	-	-	-	-	-
1940	.	-	-	-	-	-	-	-	-
1941	-	-	-	1 ?	1	2	-	-	2
1942	2	-	3	2	1	1	2	-	11
1943	2	-	2	-	1	1	6	-	12
1944	2	1	5	4	5	3	10	1	27
1945	-	-	2	-	1	-	2	-	5
Total Number	6	1	12	3	9	5	20	1	57

I herewith certify that this is a true and correct copy of the
above document.

Huerberg, 12 March 1948

signed: Dr. Hans Pribilla
Attorney

CERTIFICATE OF TRANSLATION

18 March 1948

We, Mary Flack Ferry, 20136, Adolph Lusthaus, B 398010,
Robert Hoffmann, 20162, John B. Robinson, K-046350,
Joseph L. Goesser and Fred Salomon, A-446622 hereby
certify that we are duly appointed translators for
the German and English languages and that the above is
a true and correct translation of the Document Book 3
JALHNE.

Mary Flack Ferry
20136

Adolph Lusthaus
B 398010

Robert Hoffmann
20162

John B. Robinson
K-046350

Joseph L. Goesser
B 397993

Fred Salomon
A-446622

"End"

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Case 6
Defense

DOCUMENT BOOK 1 KNIERIEM

TRIBUNAL VI

CASE VI

DOCUMENT BOOK I

for

Dr. August von KNIERIEM

Doc.No. 1 - 8 Page 1 - 68

Presented by the Counsel
for Defense
Horst PELCKMANN
Attorney

Sung



DOCUMENT BOOK I KNIERIEM
KNIERIEM-DOCUMENT.

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for

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UNITED STATES MILITARY TRIBUNAL VI
SITTING IN THE PALACE OF JUSTICE, NURNBERG, GERMANY
22 JULY 1948

THE UNITED STATES OF AMERICA :
: :
- vs. - : Case No. 6
: :
CARL KRAUCH, et al., :
: :
Defendants. :

ORDER

The Prosecution and the Defense have joined in a joint motion to make certain corrections in the official mimeographed copies of the English document books of the Defendants Hoerlein, von Knieriem, Cattineau, Oeter and Buergin, and in Defense Document Book DEONSCH I, which said motion is in the nature of a stipulation and is dated 9 July 1948.

The Tribunal hereby approves said stipulation and the corrections contained therein are ordered to be made.

s/ CURTIS G. SHAKE
Presiding Judge

s/ PAUL M. HERBERT
Judge

s/ JAMES MORRIS
Judge

Dated this 22nd day of July 1948


Certified true copy
Barbara Skinner Mandellaub
Barbara Skinner Mandellaub
Chief, Court Archives

AFFIDAVIT.

I, the undersigned Attorney Clemens BRUNDEL, living in Heidelberg, Moltkestrasse 33a, have been informed that I expose myself to punishment if I make a false statement in lieu of oath. I declare in lieu of oath that my statement is true and was made to be presented as evidence before the Military Tribunal Court No.6 in the Palace of Justice in Nuernberg, Germany.

1.) In 1921 I was employed by KALLB & CO. Corporation in Wiesbaden-Biebrich as a lawyer. In 1926, after the founding of the I.G. Farbenindustrie A.G., I entered their employ as a member of the legal ~~department~~ of the Ludwigshafen/Rhineland. As a result of my long service with I.G. I can give the following information concerning the organization of the legal branch of the I.G., as well as of the duties and responsibilities of Herr Dr. von KNIERIEM:

2.) The legal organization of the I.G. was a decentralized structure; it could hardly be otherwise in a corporation as large as that which had so many settlements, plants and sales stores distributed all over Germany. The difficulty in handling legal questions in the I.G., aside from the size and number of its plants and other installations, was due to the variety of its products. The lawyers who worked in the various branches (for instance in dyes, drugs, fertilizers, oil products, synthetic rubber, light materials, cellulose, synthetic silk, synthetic fibres, photographic materials etc.) became specialists who also had to have a certain amount of technical and business knowledge.

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There were, in the end, six different legal ~~sections~~^{departments}, which were separated physically and each of which had its own chief. Partly these were the legal ~~departments~~^{departments} of the individual companies which had already existed before the merger. These legal ~~sections~~^{departments} gave ~~independ-~~^{responsibility} ~~on their own~~ legal advice, in contract matters too, to the competent business and technical officials. To the best of my knowledge Herr Dr. von KNIERIEM did not regularly supervise these legal ~~sections~~^{departments} in regard to their ~~own~~^{field of} work, and it would have been almost impossible for him to do so because of the huge scope of their work.

3.) The chiefs of these legal ~~sections~~^{departments}, plus a few other I.G. attorneys (altogether about 10-15), formed the so-called legal committee under the chairmanship of Dr. von KNIERIEM. It did not meet regularly and only a few times a year, about once or twice each in the last few years. So this legal committee was not a constantly functioning body. It didn't have a special office, or secretary or even special stationary. The legal committee was also not a supervisory organization to the individual legal ~~sections~~^{departments}. Aside from bringing I.G. attorneys together, who otherwise could see each other but rarely, the legal committee offered an opportunity to discuss legal questions of all kinds which were to be handled the same throughout the I.G.. Outside of this, lectures were given on general legal matters of interest, sometimes by I.G. lawyers who did not belong to the legal committee.

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Furthermore, important new laws, including tax laws, were discussed. As a rule Dr. von KNIERIEM also made a report on his special field of internal ~~company~~ ^{corporation law} matters regarding (for instance, preparation of the general stock holders meeting and the meeting itself, increase of capital stock, calling in stock, changes in statutes, closing the books, balance sheet, ~~granting and writing up floating of loans and loans and such things.~~ \ drafting of loan agreements etc.)

4.) However, the above described legal organization needed to be supplemented, as was recognized soon after the merger. In 1927, therefore, the so-called "Central Office for Contracts" was organized in Ludwigshafen under my direction, and it operated as follows: The drafts of important contracts which had been drawn up by the lawyers of the individual ^{legal departments}, assisted by the competent technical and business experts, were sent to the "Central Office for Contracts" to be checked for ^{as to their compatibility} ~~compatibility~~ i.e. they were first examined to see whether they were not perhaps in disagreement with contracts closed previously. This was difficult on account of the ever increasing number of contracts (about 2000 at the end) and, as often happened, the complications encountered in establishing the limits of the field covered by the contract, especially as regards the chemical and technical sides. For this last reason two experienced chemists worked regularly in the Central Office for Contracts (in the last few years only one.) Besides this, it had to be determined whether the terms and definitions did not perhaps go too far, in consideration of future contracts the I.G. would want to make, of further research and making of new products being considered.

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In order to carry out this last check the drafts of the contracts were sent by the Central Office for Contracts to the chiefs of the various branches ^{(Division: Sparten (later))} if necessary also to technical and other offices of the I.G. which would be interested, for examination and comment. As a rule Dr. von KNIERIEM had nothing to do with any of this examination work by the Central Office for Contracts. Only in a few difficult or interesting cases, - usually at my instigation - was his advice sought in the examination made to ensure that it did not contradict other contracts. After the Central Office for Contracts had finished its examination the more important contracts were usually presented at the Vorstand meeting by the proper Vorstand members and there approved.

5.) Questions pertaining to foreign workers, prisoners of war, etc. were not within the domain of the legal ~~department~~ ^{department} in Ludwigshafen, but rather belonged to the duties of the social welfare section in Ludwigshafen. Accordingly, such questions were also not handled by the legal section. I can also not remember that such questions were handled by the legal committee. I consider this to be out of the question in consideration of the organization and duties of this committee.

6.) I do not remember that in the meeting of the legal committee on 2 Oct. 1940, in which Herr Dr. HEINTZLER made a report on the legal position and the legal organization of the occupied territories, there was any discussion about the Polish factories Winica, Boruta or Wola.

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I can also not imagine this, in view of the minutes on this meeting, which I have looked at again.

So far as I remember, other cases of acquiring an interest in chemical enterprises in areas occupied by or annexed to Germany, especially in the Sudetenland, France, Norway and Russia, were also not treated in the legal committee, with the exception of the regulation of the I.G. interests in Austria, about which a survey was given in retrospect in the legal committee in 1938/39.

Heidelberg, 20 Dec. 1947

Clemens BRENDEL

Certification of Signature .

I, the notary, Justizrat Dr. MUENZENBERGER of the notary office IV in Heidelberg, do certify and attest that the above signature of Herr Clemens BRENDEL, attorney in Heidelberg, Moltkestrasse 33a was executed by him before me.

Heidelberg, 20 Dec. 1947

Notary Office IV in Heidelberg:

Justizrat

Dr. MUENZENBERGER
as Notary

2 seals:
Notary Office Heidelberg
Value: RM 3.000.--
Acc.Sec.39 RM. 4.--

2 obliterated stamps

Certified true copy of above document.

Horst PEICKMANN
Attorney

Frankfurt/M, 7 January 1948.
Cretschmarstrasse 16

I, Dr. Gustav Kuemper, attorney-at-law and notary at Frankfurt/M., Cretschmarstrasse 16, having been warned that I should render myself liable by making a false deposition and that my statement is being made in order to be submitted as an evidence to the Military Tribunal No. 6 at Nuremberg state and declare under oath, voluntarily and without any duress, as follows:

From December 1930 I was employed as a jurist in the so-called legal department . . . Farben of the IG.Farbenindustrie Aktiengesellschaft at Frankfurt/Main, having been chief of that department since about the end of 1938. Apart from that, I was chief of the central insurance department and manager of the I.G.'s own insurance company, namely, the Pallas GmbH. concern insurance.

The afore-mentioned legal department's task was the entire legal consultation for the so-called sales combine Farben at Frankfurt/Main, the task of which was the sale of dye-stuffs, agents for the dyeing process, and accessories for the textile industry in Germany and abroad. This legal department was consulted by the individual employees of the dye-stuffs sales department beginning from the highest sales chief down to the correspondents, etc. in all legal questions in the widest sense, including taxation laws, laws regulating prices, trust laws, trade mark questions, questions of corporation law concerning the subsidiary companies of the Farben sphere in Germany and abroad; in drafting agreements, etc. This department was not concerned with questions relating to the employment of foreign workers, prisoners of war and concentration camp prisoners;

Accordingly, those questions were not dealt with.

This legal department had only loose contacts with other legal departments of the I.G. Farbenindustrie, as o.g. exchange of experiences, which was partly carried out by way of the reports made in the legal committee of the I.G. Even with the legal department "Chemicals", which was located in the same house, the contact was rather a loose one, though the exchange of experiences was rather stronger. The legal department "Farben" was, in regard organization, only a department of the dye-stuff sales branch; it was not subordinated to any other legal department of the I.G., or to any central legal department, neither with regard to personnel, nor materially.

Until about the end of 1938 Prof. Sulok was the chief of the legal department "Farben", and my direct superior. After the departure of Prof. Sulok (at about the end of 1938), I was, as chief of the legal department "Farben" directly under Dr. v. Schnitzler as the chief of the sales combine Farben. Until Prof. Sulok's departure I never reported to Dr. v. Knieriem officially about my sphere of tasks. He probably heard of the work of the legal department Farben mainly through the reports in the legal committee or the reports made in the Vorstand by the member of the Vorstand concerned. This does not exclude my reporting to him occasionally about some occurrence without any formal compulsion, when I met him accidentally, or my asking him for advice. Beginning from approx. the year 1939 I occasionally reported to Dr. v. Knieriem

about particularly important legal questions of the Farben sphere as well as about important insurance problems either by writing or verbally. There were always special reasons present that induced Dr. v. Knieriem to become interested in individual questions. I had to make no current reports about the work of the legal department "Farben", the central insurance department and the Pallas GmbH. concern insurance. It goes without saying that occasionally I went to Dr. v. Knieriem for a piece of advice in legal questions which appear to me important or difficult.

Until the end of 1938 it was difficult to say from the point of view of the legal department Farben who was the leading jurist. Prof. Sulok played, until this time, a leading part as member of the Vorstand and of the central committee, as "leader of the plant." Herr v. Knieriem had, apart from his technical faculties, a particular position by his membership in the Vorstand, by being chairman of the legal committee and the patent commission, as the leading jurist in the branch "nitrogen-oils" and by his authority in the affairs of the combine relating to corporation law. Still, there were other jurists in the Vorstand (Buhl, Dr. Bruggemann.) after 1939, i.e., after the departure of Prof. Sulok, Herr v. Knieriem was probably the first jurist of the I.G.

The reason is, in my opinion, to be found in the fact that he combined in his person the most variegated functions in the legal sphere: chairman of the legal committee, chief of the section dealing with patents, member of the central committee, responsibility for dealing with the affairs of the combine

relating to corporation law - which, incidentally, resulted in his rather close connection with the legal department Berlin N. 7, which treat these matters under his supervision. In this capacity as the first and foremost jurist of the I.G. Dr. v. anierien had also a decisive say in the personal problems of the jurists of the firm, as appointments, salaries, the filling of the various positions, etc., and this function also comprised the jurists of the legal department "Farben", consequently also myself and my legal collaborators.

I have carefully perused each of the two pages of this statement made under oath and countersigned with my own hand, executing any corrections that might have been necessary in my own handwriting and countersigning them with my initials. I herewith declare under oath that in this statement I have said the pure truth to the best of my conscience and belief.

Dr. Gustav Kuepper

The foregoing signature, executed by Dr. Gustav Kuepper resident at Frankfurt Main, Grotzschmarstr. 16 in his own handwriting in my presence, is herewith attested and certified by me.

Friedrich Silcher

attorney-at-law

Certified true copy!

Horst Polckmann,
Attorney-at-law

affidavit.

I, the undersigned Reinhard Ditscher, resident at Ludwigshafen on the Rhine, Gruenerstrasse 10, having been warned that I should render myself liable to punishment by giving a false affidavit, declare in lieu of oath that my statement is the truth and has been made in order to be submitted as an evidence to the Military Tribunal in the Palace of Justice at Nuremberg, Germany, for Case No. 6.

The enclosed "list of the meetings of the legal committee of the I.G. Farbenindustrie Aktiengesellschaft since 1933" contains, according to the original files in front of me, all the meetings of the ^{legal committee of the} I.G. Farbenindustrie Aktiengesellschaft from the beginning of 1933 up to the meeting of 26 November 1942; after this meeting no further meeting of the legal committee was held.

The further enclosed "copies of excerpts from the minutes of meetings of the legal committee of the I.G. Farbenindustrie Aktiengesellschaft since 1933" comprises the complete minutes of all the aforesaid meetings which are before me, and renders all the points of discussion mentioned in the minutes of the meetings.

Ludwigshafen on the Rhine, 10 December 1947.

(signed) Reinhard Ditscher

I, the attorney-at-law Friedrich Pilcher, Nuremberg, herewith attest and certify the foregoing signature of Herr Reinhard Ditscher, Ludwigshafen on the Rhine, which has been executed before me.

Ludwigshafen on the Rhine, 10 December 1947.

Friedrich Pilcher

attorney-at-law

Defense Counsel at the Military Tribunal
Nuremberg

Enclosure 1

List

of the meetings of the legal committee of the I.G. Farbenindustrie Aktiengesellschaft since 1933

Meeting on 27 March	1933
" " 30 October	1933
" " 18 December	1934
" " 30 September	1935
" " 15 June	1936
" " 22 February	1937
" " 20 December	1937
" " 15 November	1938
" " 17 March	1939
" " 18 July	1939
" " 12 December	1939
" " 3 October	1940
" " 11 February	1941
" " 18 September	1941
" " 26 March	1942
" " 26 November	1942

Signed as enclosure 1 to my affidavit of 10 December 1947.

Ludwigshafen/Rhine, 10 December 1947.

(signed:) Reinhard Ditscher

Copy of excerpts

from the minutes of the meetings of the legal committee of the I.G. Farb-
Industrie Aktiengesellschaft since 1933.

Meeting on 27 March 1933 at Frankfurt/Main.

Present the members: Undersecretary of State (retired) Dr. v. Sinson,
Dr. v. Krieren, Dr. Buhl, Dr. Bruogemann, Brendel, Dr. Jacobi, Dr.
Kuepper, Dr. Frenzel.

- 1.) At the beginning of the meeting Dr. v. Krieren suggests an alteration
in the exchange of agreements by the central office for agreements...
- 2.) Dr. v. Krieren furthermore reports about the endeavors for a new
regulation of the law of patents.....
- 3.) Dr. Buhl gives a detailed explanation to the question of the discount
for permanent customers, as well as of the blocking and measures
similar to the blocking.
- 4.) Dr. Buhl reports the sentence of the Supreme Court of the Reich V
203/1932 of 26 November 1932.....
- 5.) Direktor Brendel discusses, quoting material provided by the central
office for agreements, the various definitions about the binding
force applicable to subsidiary companies; furthermore, he reports about
the effects of market distribution in cartel agreements (Konventions-
vertraegen).....
- 6.) Direktor Brendel reports about a number of divergencies between the
Prussian and the Bavarian stamp regulations.....
- 7.) Dr. Frenzel reports about the final outcome of the audit which regard
to the convertible loan and the "Fallas".....
- 8.) Dr. Jacobs puts a question to the discussion in connection with a
a guarantee for losses in fertilizers.

- 9.) A letter from Herr Professor Dr. KOTHELAUSCH, Rector of the Berlin University, is discussed, in which the IG is requested, with reference to a promise previously made by Herr Dr. WEIDLICH, to bear the printing costs for the thesis of Frl. Lore ERDLICH amounting to RM. 910.--. This is a thesis in the field of betrayal of trade secrets; its being printed was at that time in the interest of the IG. The Legal Committee is of the opinion that the IG has to bear the expenses. Dr. v. KNIEPIM will do the necessary.

Meeting on 30 October 1933 in Frankfurt -on-the-Main.

Those present were: Dr. v. KNIEPIM, Professor SELCK, Dr. BUND, Dr. BRUEGGEMANN, Director BRUNDEL, Dr. MUELLER, Dr. FLENTZEL, Dr. STEIN; furthermore: Privy Councillor Dr. HAUSER, State Secretary on reserved list Dr. v. SIMSON.

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- 1.) Dr. STEIN reports on the Conference of German Jurists at Leipzig at the beginning of October and the planned reform of law in National Socialist sense.....
- 2.) Director BRUNDEL reports on the memoir of the Prussian Minister of Justice KUEHL "National Socialist Criminal Law".....
- 3.) Dr. FLENTZEL reports on the endeavours tending to a reform of taxation law
- 4.) Dr. MUELLER reports on the development of the foreign business abroad as far as tax problems are concerned.....
- 5.) Dr. BRUEGGEMANN gives information about the release of further American property (altogether now 6,4 million Dollars), the statements of the auditors, about the

(page - 2 - of original)

remuneration paid to scientific collaborators and the treatment of the income tax on the percentage of profits paid to the Aufsichtsrat.

- 6.) The supplement suggested by Director DANKERT concerning the option contracts, with regard to the obligation to registration as laid down in the Law for the Protection of the People and the State, is approved.
- 7.) Dr. DUHL reports on the endeavours made by different parties for an elimination of the arbitration court clause.....

Meeting on 17 December 1934 in Frankfurt-on-the-Main.

Those present were: Dr. v. KNIERIEM, Professor SELCK, Dr. BRUGGMANN, Director BRUNDEL, Dr. LUBTKE, Dr. STEIN, Dr. FRIENTZEL, furthermore: Privy Councillor Dr. HAUSER, State Secretary on reserved list Dr. v. SIMSON.

Dr. v. KNIERIEM reports on the work for a reform of the Laws concerning Joint Stock Companies, Patents, Employment Contracts, Cartels and the Criminal Law.

Dr. FRIENTZEL reports on the new Taxation Laws and their effects on the I.G.

Finally Herr BRUNDEL points to the regulations, which were already repeatedly discussed on former occasions, concerning the reduction of expenditure for personnel by subsidized enterprises, dated 4 September 1932 (Reich Legal Gazette I 431), and to the necessity of providing for a protective clause if corresponding contracts are signed with the Reich, the States, or Communities.

MEETING on 30 September 1935 in Frankfurt-on-the-Main.

Those present were: Dr. v. KNIERIEM, Professor SELCK, Dr. DUHL, Dr. BRUGGMANN, Dr. KUMMER, Dr. FRIENTZEL, furthermore: Privy Councillor Dr. HAUSER, State Secretary on reserved list Dr. v. SIMSON.

Dr. v. KNIERIEM reports on certain difficulties arising in the treatment of patents and in the accomplishment of international

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contracts with interchange of experiences
Dr. v. KNIERIEM reports on a reorganization in the field of legal trade protection and copyright, concerning the relation between the Study Group for Legal Trade Protection and Copyright and the Academy for German Law; moreover he reports on the state of the reform of the Law concerning Joint-Stock Companies, in which connection a number of problems connected with the Law concerning Joint-Stock Companies are discussed in detail.

Thereupon the problem of the so-called Patent Combines is mentioned which are striven for by various Reich agencies, especially the Reich Air Ministry;

.....
Dr. FRENZEL reports on the conclusion of the auditing of books and examination of plants in general, 3rd turn (1930-1932), on the development of the administration of justice in the field of corporation tax and taxation of syndicates and cartels

With respect to the rising generation Dr. v. KNIERIEM reports that all applications are entered in a list at Ludwigsbafen,

Meeting on 15 June 1936 in Frankfurt on-the-Main.

Those present were: Dr. v. KNIERIEM, Professor SELCK, Dr. BUEL, Dr. BRUGGEMANN, BRENDL, Dr. RUEPPEL, Dr. STEIN, DR. FRENZEL, furthermore: State Secretary on reserved list Dr. v. SIMSON.

Dr. v. KNIERIEM reports on the state of work for a reform of the Criminal Law, particularly also on the interpretation of the conception of economic treason, etc.,

on the recent change in the planned reform of the Law concerning Joint-Stock Companies and the preparatory work for a uniform regulation of laws relating to water by the Reich; he also calls attention to the new Patent and Trade Mark Laws dated 5 May 1936, which contain alterations as compared with the regulations hitherto in force, and he reports on the International Patent Congress which took place recently in Berlin.

On the basis of the Dollar bond verdict recently published in the press (Financial Newspaper No. 300 dated 14 Jun 1936) the question of liability of the I.G. in virtue of the gold clause in its guaranty for the loan of the American I.G., and the expediency of an immediate recalling of this loan are discussed.

Dr. PRENTZEL reports on the reported prolongation of the regulations providing for an exemption from taxes for pension and relief funds, on the agreements with the Reich Ministry of Finance concerning the exemption from wages taxes for the indirect and the replacement of taxes by a composition payment for the direct

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employees abroad, as well as on the settlement by arrangement of the jointly assessed trade tax valuation of the I.G. and the Ammonickwerk Merseburg G.m.b.H.; he gives a summary sketch of the principal regulations of the Reich Law concerning Taxation of Documentary Authentication or Recording, coming into force on 1 July 1936.

.....
Meeting on 22 February 1937 in Frankfurt on-the-Main.

Those present were: Dr. v. KNIERIEM, Professor SELCK, Dr. BRUEGGEMANN, BREHDEL, Dr. KUEPPER, Dr. PRENTZEL, Furthermore: Privy Councillor Dr. HABUSER, State Secretary on reserved list Dr. v. SIMSON, DENCKER, Dr. HERSTEN, SILCHER.

Subject of the conference:

- 1.) the new Law concerning Joint-Stock Companies
- 2.) Simplification of Konzerns and breaking up of trusts (in consideration of the alleviations of taxation expiring on 30 June 1937)
- 3.) Tax problems, particularly trade tax questions.
.....

Meeting on 20 December 1937 in Frankfurt on-the-Main.

Those present were: Dr. v. KNIERIEM, chairman, state Secretary on reserved list Dr. E. v. SIEMM, Professor SELCK, Dr. BUHL, Dr. BRUEGGEMANN, BRENDL, Dr. KUEPPER, Dr. STEIN, Dr. FRENZEL, furthermore: DENCKER, Dr. KERSTEN, SILCHER.

Subject of the conference:

- 1.) Simplification of Konzerns,
- 2.) the new Law concerning Joint Stock Companies,
- 3.) Law concerning GmbHs (Limited Liability Companies)
- 4.) Law suits concerning gold clauses.
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Meeting on 15 November 1938 in Frankfurt on-the-Main
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Agenda

- 1.) Law reforms, particularly the Law concerning GmbHs v. KNIERIEM
- 2.) Law suits concerning gold clauses KERSTEN
- 3.) Branch establishments KERSTEN
- 4.) Inmissions WAGNER
- 5.) Contract with Academicians WAGNER
- 6.) Reorganisation Austria MAYER-WEGBLIN
- 7.) Supervision of cartels and price stop MAYER-WEGBLIN
- 8.) Checking of monopolies MAYER-WEGBLIN

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- 9.) Tax problems

FRENZEL

- 10.) Engagement of jurists BRENDDEL
- 11.) Employment of law graduates and students of political economy for professional training in practice BRENDDEL
- 12.) List of the attorneys at law of the I.G. BRENDDEL
- 13.) Limited powers of attorney BOECKLER
- 14.) Agenda for the next meeting of the Legal Committee
- 15.) Various matters.

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Meeting on 17 March 1939 in Berlin.

Agenda

- 1.) Securing of I.G. stocks abroad KIRSTEN
- 2.) Taxation law conditions for reorganizations in British India KUEPFLER
- 3.) a) New developments in Labor Law
b) The importance of laws relating to labor for the chemical industry v. DEHN-ROTFELSDI
(both reports with special reference to I.G. conditions)
- 4.) Legal Committee and Konzern Companies BRENDDEL
- 5.) Various tax problems FRENZEL
- 6.) Reflection of industry (Industriever-schlagung) WAGNER
- 7.) Power to sign for the I.G. BRISSMANN
- 8.) Restraint of trade clause pertaining to commercial employees KIRSTEN
- 9.) Registration of foreign agents in USA KIRSTEN
- 10.) Controversy with the I.G. Pflanzenschutz G.m.b.H., Munich WAGNER
- 11.) Various matters.

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Meeting on 18 July 1939 in Berlin .

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Agenda

- 1.) Legal Committee and Subsidiary Companies BRENDL
- 2.) Tax problems FRENTZEL
 - a) Tax Credit Bills and income surtax
 - b) Deduction of taxes on the part of foreign countries from payments to Germany and viceversa.
 - c) Pension funds,
 - d) Taxation of documentary authentication or recording
- 3.) Cartel and price stop problems MAYER-VEGELIN
- 4.) Participation in the Ostmark (Austria) MAYER-VEGELIN
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- 5.) Erection of plants on foreign land BOECKLER
- 6.) Clause of reservation in information given about former employees v. DEHN-ROTFELSER
- 7.) Problem pertaining to the rising generation
- 8.) Various matters.

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Meeting on 12 December 1939 in Berlin.

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Agenda

- 1.) Legal viewpoints for special plants BUHL
- 2.) Business practices towards foreign countries v. KNILKIE
- 3.) Emergency Association for German Industry v. NIENI
- 4.) Cancellation of Bills of Lading v. ROSMATT
- 5.) Tax problems FRENTZEL
- 6.) Laws relating to Water WIGNER

7.) Head of jurists
.....

Meeting on 2 October 1940 in Berlin

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Agenda

- 1.) Problems connected with the peace treaty , in parti-
cular questions referring to sequestration and plants
KUEPFER
- 2.) Legal trade protection and peace treaty v. KNIERIEM
- 3.) Legal status and legal organization of the
occupied territories, particularly the
exertion of influence on incorporated Dutch
companies HEINTZELER
- 4.) Increase of the capital stock of the
I.G. by RM.32.200.000.-- . v. KNIERIEM
- 5.) Treatment of air raid damage. HEINTZELER
- 6.) Registration of German property in
enemy countries SILCHER
- 7.) Branch establishments of the I.G. SILCHER
- 8.) Registration of war damage. KUEPFER
- 9.) Camouflage of German agencies
abroad KUEPFER
- 10.) General tax problems; reorganization
of pension and relief funds PRETZEL
- 11.) Uniform Bills of Lading v. ROSTATT
- 12.) Problems arising from cartels
and price stop HOYER
- 13.) Problems pertaining to personnel
and younger generation v. KNIERIEM
- 14.) Various matters.
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Meeting on 11 February 1941 in Frankfurt on-the-Main.

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Agenda

- 1.) War damage BRUNDEL

- 2.) Problems connected with increase of capital SILCHER
 - 3.) Problems connected with Laws concerning prices
(in particular Decree dated 23 November 1940) HOYER
 - 4.) Tax problems FRENTZEL
 - 5.) War and international contracts MAYER-VEGELIN
 - 6.) Sample contracts for development orders HEINTZELER
 - 7.) Problems pertaining to the younger generation and draft deferment
 - 8.) Various matters.
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Meeting on 18 September 1941 in Frankfurt on-the-Main.

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Agenda

- 1.) Compulsory share tax and conversion of capital SILCHER
- 2.) Price stop , absorption and reduction in prices HOYER
- 3.) Cartel problems HOYER
- 4.) Alteration of the regulations concerning betrayal of secrets HOYER
- 5.) Tax problems FRENTZEL
- 6.) Probation clause for commercial employees DEISSMANN
- 7.) Various matters

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Meeting on 26 March 1942 in Berlin.

.....

Agenda

- 1.) The effect of the war on contracts
 - a) illustrated by the example of the Unilever-contract with special regard to the Dutch and French Law KUEPPER
 - b) with USA firms with special regard to the Standard Oil-contracts HEINTZELER
- 2.) Compulsory share tax and conversion of capital SILCHER
- 3.) The treatment of American property

- in Germany and viceversa
- 4.) Problems arising from Laws concerning Cartels and Prices, especially "nationalisation of cartels" HEINTZELER
- 5.) Various tax problems HOYER
- 6.) Clause relating to war risks and conversion of debts in war economy contracts FRENTZEL
- 7.) Various matters. HEINTZELER

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Meeting on 26 November 1942 in Frankfurt am-Main.

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Agenda

- 1.) Reasons for the foundation, tasks and organization of the Reich Associations HOYER
- 2.) Problems arising from Laws concerning Cartels and Prices, especially the Decree concerning Control of the Market dated 20 October 1942 HOYER
- 3.) Surrender of profits in compliance with Section 22 of the War Economy Decree and with the Decree concerning Surrender of Profits. FRENTZEL
- 4.) Contracts precluding profits FRENTZEL
- 5.) Tax problems FRENTZEL
- 6.) Compensation for air raid damage SCHRAMM
- 7.) Summary on the capital adjustments in the I.G. Konzern SILCHER
- 8.) The most important provisions of the Second Implementation Ordinance concerning the Compulsory Share Tax Regulation SILCHER
- 9.) Contracts concerning the erection, financing and operation of armament plants MAYER-NEUBERGER
- 10.) Various matters.

.....

I, Attorney at Law Friedrich SILCHER, Nuernberg, confirm that the above is a literal and true copy of the original documents submitted to me.

Ludwigshafen on-the-Rhine, 10 December 1947

Friedrich SILCHER
Attorney at Law

Defense Counsel before the Nuernberg
Military Tribunal.

Signed as Enclosure 2 to my Affidavit dated 10 December 1947.

Ludwigshafen on-the-Rhine, 10 December 1947

Reinhard DITSCHER:

I, Attorney at Law Friedrich SILCHER, Nuernberg, herewith certify and attest the above two signatures of Herr Reinhard DITSCHER, Gruenerstrasse 10, Ludwigshafen on-the-Rhine, on the 2 Enclosures to his Affidavit dated 10 December 1947, which were personally executed before me here.

Friedrich SILCHER
Attorney at Law

Defense Counsel before the Nuernberg
Military Tribunal

This is to certify that the above is a literal and true copy of the original document.

Nuernberg, 10 January 1948

Horst REICHMANN
Attorney at Law.

Affidavit.

I, the undersigned Dr. Walter Pratje, residing at Ludwigshafen on the Rhine, Benzstr. 4, 58 years of age, was at first duly warned that I make myself liable to punishment by rendering a false affidavit, I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal No. VI, Palace of Justice, Nuernberg.

1.) Since 1926 I have been an employee of I.G. Farben Industrie Aktiengesellschaft resp. Badische Anilin- & Soda Fabrik Ludwigshafen on the Rhine, and since 1934 I have been working there in the Central Office for Contracts (Zentralstelle für Verträge).

2.) The task of the Central Office for Contracts was to examine, whether agreements, whose conclusion would to an essential extent obligate I.G. Farben Industrie Aktiengesellschaft as a whole especially in technical respect were colliding with existing or prospected contractual obligations.

3.) Throughout the time of the existence of the Central Office for Contracts altogether 2 600 contracts were put on file, of which at the time of discontinuance of work through the German collapse in the spring of 1945 about 1 700 were still in effect and about 900 had already expired.

4.) Herr v. Knieriem because of his preoccupation with other matters could not concern himself with the current tasks of the Central Office for Contracts however I remember that in rare cases, more difficult and important, questions of collision were discussed with him.

Ludwigshafen on the Rhine

5 January 1948.

Walter Pratje.

I, Attorney at Law Dr. Wolfgang Heintzeler, Ludwigshafen on the Rhine,
certify and attest that above signature of Herr Dr. Walter Pratzje was executed
before me in his own handwriting.

Ludwigshafen on the Rhine.

5 January 1948.

Dr. Wolfgang Heintzeler.

The true and correct copy of above document is herewith certified.

Essen, 9 January 1948.

Horst Pelekmann

Attorney at Law.

Affidavit.

I, Attorney at Law Friedrich Silcher, residing in Nuernberg, Harrichstr. 15, was at first duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal No. VI at the Palace of Justice Nuernberg, Germany.

I have looked through all the minutes of the conferences of the executive committee of the Vorstand of the I.G. Farben Industrie Aktiengesellschaft since 1. January 1933 until the last meeting on 7.4. 1938 and on meetings of the Vorstand since its 1. conference on 28.2. 1938 until its last one on 7.12.1944. The attached "Excerpts from the protocols on the meetings of the executive committee of the Vorstand of the I.G. Farben Industrie Aktiengesellschaft since 1. January 1933 until the last meeting on 7. April 1938 and from the meetings of the Vorstand since the 1. meeting on 28.2.1938 until the last one on 7. Dec. 1944" contain all cases appearing in these protocols, where Herr v. Knieriem reported on any matters or received any authorizations by the executive committee resp. the Vorstand.

Only the protocol on the 22. meeting of the Vorstand on 14. Nov. 1940 has not been considered because it could nowhere be located.

Nuernberg, 19. January 1948.

Friedrich Silcher.

The above signature executed before me in his own handwriting is recognized by me as being the signature of attorney at Law Friedrich Silcher, residing at Nuernberg, Harriehstr. 15, which I, herewith, certify and attest.

Nuernberg, 19. January 1948.

Horst Polckmann

attorney at Law.

The true and correct signature of above document is herewith certified.

Horst Polckmann

attorney at Law.

Excerpts from the protocols on the meetings of the executive committee of the Vorstand of the I.G. Farben Industrie Aktiengesellschaft since 1. January 1938 up to the last meeting on 7. April 1938 and on the meetings of the Vorstand since the first meeting on 28. May 1938 until the last meeting on 7. 12. 1944.

I. Executive Committee.

76. Meeting on 6. April 1933.

.....
Point 3 of the agenda: Patent commission.

Speaker: von Knieriem.

Herr von Knieriem gives a comprehensive survey on the patent registrations of the last years and the expenditures for them. The patent commission feels that in future more than hitherto the tendency should be followed to have patent registrations in distinctly specialty fields worked on by that patent department which has the most specialized knowledge in this field.

.....
84. Meeting on 6. April 1934.

.....
Point 3 of the agenda:

Report of the Patent commission

Speaker: von Knieriem.

Herr von Knieriem gives a survey on the development of patent registrations here and abroad. The number of registrations abroad has risen. Herr v. Knieriem particularly speaks on the inventor compensations. This question should be negotiated thoroughly as soon as possible in a smaller circle of plant managers (Betriebsleiter) and by calling in the gentlemen Geheimrat Bosh, von Knieriem and Professor Salck. Dr. ter Meer will issue the invitations.

90. Meeting on 5, April 1935.

.....
Point 3) of the agenda:

Patent Commission and Legal Division.

Spoker: von Knieriem

- a) Herr von Knieriem reports on a law-suit pending against the I.G. in France on account of revalorization of the dollar-loan of the American I.G..
- b) The new patent law is expected shortly. Herr von Knieriem reports on the content. Following that it is reported that the number of patent registrations has risen during the last year by 10%, but that the total expenditures for patents were kept essentially on the same level.

.....

97. Meeting on 22, April 1936.

Point 2) of the agenda:

Patent Commission and Legal Division.

Spoker: von Knieriem

Herr von Knieriem gives a survey on the development of patent matters in the year 1935. Thereby the peculiarity is noticed that frequently the numbers of patent registrations here and abroad in the same field on the part of the individual patent departments are strongly at variance. The total amount of patent registrations has not changed materially.

Very large is the number of trade mark litigations, especially in Japan and against Japan.

Herr von Knieriem discusses the various tendencies of the individual patent departments in working on interference questions.

Early in June a big international patent congress will take place.

in which I.G. will take part and share in the costs.

.....

103. Meeting on 24 June 1937.

Point 2) of the Agenda:

Patent Commission and Legal Division.

Speaker: von Knirien

He describes the consequences which will result from the stock law bill for the I.G. in the coming year, at present the implementing regulations are being drafted.

Besides that a bill is being prepared concerning the GmbH law. Provided at deliberations on the extension of patent protection.

Another increase in the number of new registrations is noticeable in the I.G.-patent departments. The expenditures correspond to the number of increases.

.....

105. Meeting on 17. December 1937.

.....

Point 2) of the Agenda

Concern simplification

Speaker: von Knirien

Herr von Knirien explains the reasons that have led to the various measures for concern simplification. He reports on the tax- and other consequences. Apart from the fusion of various browncoal companies, on which has already been reported, the following companies have been taken over:

- 1) Leopold Cassolla & Co. G.m.b.H. Frankfurt/Main, by registering the old firm as a branch of the I.G. Farbenindustrie Aktiengesellschaft.

- 2.) Mining Corporation Auguste Victoria under the plant management by a small corporation Auguste Viktoris VII.
- 3.) Chemische Werke (Chemical Works) Lothringen.
- 4.) Deutsche Koloniale Gerb- und Farbstoff Gesellschaft Karlsruhe.
- 5.) Elektrochemische Werke , Bitterfeld.
- 6.) Esplanade G.m.b.H., Hamburg.
- 7.) Grundstueckgesellschaft (Real Estate Company) Hindenburgstrasse, Berlin.
- 8.) Within the RIEBECK group, merger with RIEBECK:
 - a) Mining Corporation Concordia, Nachterstedt. Here negotiations are still in progress.
 - b) Mining Corporation Messel nr. Darmstadt.
- 9.) Dynamit Nobel Group: Merger with Dynamit A.G. Adrestr Verwaltungsgesellschaft m.b.H.

Geheimrat SCHMITZ supplements the explanations, thanking at the same time all the members concerned for the great work that has been performed.

.....

II. Vorstand.

1.) Meeting of 28 May 1938

.....

To point 2.) of the agenda:

After hearing the report by Dr. v. KNIERIEM the Vorstand takes unanimously the following decision:

The 40.000.000 RM. preferential shares Series A of the Company's own stock and 40.000.000 common stock shares of the Company's own stock, list of numbers enclosure 2, placed at the disposal of the I.G. by the Deutsche Laenderbank A.G. according to Par. 6, subs. 2 introductory law to the corporation law (EG Act G), are being called in according to Par. 6, subs. 3 introductory law to the corporation law (EG Act G) By this the capital stock, which at present amounts to 800.000.000

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RM. divided into

- RM. 720.000.000 common stock shares
 - RM. 40.000.000 preferential shares, series A
 - RM. 40.000.000 preferential shares, series B
- by RM. 80.000.000

reduced to RM. 720.000.000. The capital stock will then consist of only

- RM. 680.000.000 and
- RM. 40.000.000 preferential shares (previously series B)

Dr. v. KNIERIEM now explains the reasons which were decisive in bringing about the alteration of the statute according to the new corporation law and gives the reasons for the various alterations by quoting the draft worked-out, enclosure 3. After a short discussion of the various points the Vorstand declares its agreement with the new wording of the statutes.

4th meeting on 16 September 1938.

.....
Point 4 of the agenda:

Report on the patent matters:

Dr. v. KNIERIEM reports on the legal difficulties caused in the sphere of patents by the Anschluss of Austria. He then reports on the activities of the I.G. in the sphere of patents in 1937. New registrations have increased from 1936 to 1937 in Germany from 1665 to 2.016, and have decreased abroad from 6.100 to 6.040. It is interesting that the percentual share of 67 p.c. which the seven main countries (England, USA, France, Switzerland, Italy, Czechoslovakia and Japan) had in the new registrations, is falling off.

The strength of the Staff in the patent departments has increased by about 10 p.c., the total costs however only by 5-6 p.c. Of the total costs, which in 1937 amounted to roughly 6 millions,

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3 millions each were spent for personnel expenditure on the one hand and the material costs, namely patent fees and patent law suits on the other hand.

13th meeting of 25 September 1939.

.....

4.) Increase of share capital: legal problems caused by the war.

Dr. v. KNIERIEM reports that for purposes of exchanges new shares to the amount of RM. 11.000.000 would be required. It appears expedient to take the shares required from the approved capital. Therefore, Dr. KNIERIEM moves that the following resolution be taken:

"According to the authority contained in par.6., subsection 3 of the statutes the capital stock of the company is to be increased by RM 11.000.000 to RM.731.000.00 by the issue of 11.000 common shares of each nom, RM. 1.000. Of these shares will be issued:

RM.7.530.000.-- at 156 1/2 p.c.

RM.3.470.000.-- at 150 3/8 p.c.

The sums are to be paid in in cash until 27 September 1939. The shares will be entitled to dividend disbursement beginning from 1 January 1939. Subscription privileges of share holders are precluded."

On this occasion Dr. von KNIERIEM also proposes to determine form and contents of stock certificates to be issued in future, and, to be precise, by the following resolution:

"Stock certificates which will be issued in future will bear the signature of two members of the Vorstand, either signed by their own hand, or in reproduction. In addition, they will bear the signature of the chairman of the Aufsichtsrat, either in his own handwriting or in reproduction, and will be countersigned by a control official in his own hand.

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They have to bear the serial numbers. To the common shares dividend coupons and talons are to be attached; dividend coupons are to have the same numbers as the dividend coupons of the other common shares."

The motions are agreed upon unanimously and thus passed. Then, Dr. v. KNIERIEM reports that the I.G., which, as it is known, is in possession of an option for the transmission of its property at the book value towards the I.G. Chemie Basle, renounces this option in consideration to the relation of the I.G. Chemie to the American I.G. and receives instead a privilege of purchasing before others, likewise to the book value. With this the Vorstand agrees.

Dr. von KNIERIEM emphasizes that in any exchange of goods with neutral countries the question has to be thoroughly examined in each individual case whether the enemy countries might not take advantage of the processes disclosed by us. It is intended to establish a special agency of Herr PIETZSCH under participation of Reich Ministry of Defense (RWM), the OKW and the industry which will have to decide upon questions of this kind under their own responsibility.

15th Meeting of 14 December 1939.

.....

- 3.) Dealing with patents during the war.
Dr. von KNIERIEM reports about the negotiations with the Reich Group Industry and the Patent Commission of the I.G., which resulted in the omission of payment of fees in the enemy countries, save certain exceptions, and mentions the various measures that have been taken for the safeguarding of our ownership of patents

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in the enemy states, as, in particular, in the menaced neutral countries. New registration of patents in neutral countries are to be made only with the greatest caution in view of the risk of experiences essential for the war effort slipping through to the enemy countries. The measures taken by England against the German ownership of patents are considerable harsher than the measures taken by France, therefore it is intended to put the adequate countermeasures which will be made possible by a special law, into effect only against England. Finally, Dr. von KNIERIEM mentions the report made by Dr. BUHL in the legal committee about the legal points of view to be observed when plants serving the purposes of the war economy are being established, and about the decision by the legal committee to create a central agency in Dr. BUHL's office, so as to get a survey of all the obligations incurred by the I.G. connected with plants of that kind and to achieve a coordination of the negotiations with the Wehrmacht authorities.

.....
19th Meeting of 29 May 1940.

- 6.) Geheimrat SCHMITZ and Dr. von KNIERIEM report about the transaction planned with regard to the I.G.Chemie Basle. For well-known reasons the connections of the I.G.Chemie with Germany are to be eliminated to the largest possible extent. The program provides for 3 points:
- a) dissolution of the guaranty agreement as to dividends;
 - b) sale of about 50.000 empty (50% paid-up) I.G.Chemie shares from German ownership to I.G.Che for withdrawal, which

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would reduce the German influence from about 28 to about 15 p.c.

- c) Resignation of the German chairman of the Verwaltungsrat. Point b) is to be carried out with the help of the Laenderbank in the following way: To all German holders of I.G./shares an exchange is to be offered for their whole possession of shares to the effect that for a 500 sw. francs I.G.Chemie share they would receive a 400 RM. I.G.Farben share; as far as the I.G. Chemie shares have been paid only by half the shareholder agreeing to the exchange has to pay additional 200 RM. Of the I.G. Chemie shares flowing thereby to the Laenderbank 50.000 empty pieces will be sold to the I.G. Basle for withdrawal against actual foreign currency. Negotiations are still in progress with the German authorities about details of the terms, particularly about the way to get compensation for losses with the help of the Reichsbank. Only when it is known to what extent use is being made of that exchange offer, will it be possible to work out the requirements in new I.G.Farben shares. The I.G. Farben capital is then to be increased by this amount out of the approved capital, and the new shares are to be taken over by the Laenderbank for the purpose of carrying out that transaction. Thus, a decision on the increase cannot yet be taken in to-day's meeting; this is to be done either by way of writing or in the next meeting.

The Vorstand declares to agree with the planned proposition.

.....

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20th Meeting of 21 st. August 1940.

.....

1.) Exchange I.G.Chemie/Capital increase.

Referring to his statements in the meeting of the Vorstand of 29 May 1940 Dr. von KNIERIEM reports about the final settlement of the transaction with the I.G. Chemie Basle, the major part of which has been carried through in the meantime, as well as the measures in connection with it.

The Vorstand, taking notice of it, declares its agreement. In particular, it agrees with the following measures, which had been approved by the competent authorities:

a) Cancellation of the guaranty agreement as to dividends concluded with the I.G.Chemie Basle in 1929, with all its rights and obligations, without any reservations attached.

b) An exchange of IG Chemie shares for I.G.Farben shares carried out by the Laenderbank for the account of the I.G. with the result that each share-holder of the I.G.Chemie, who had to be treated like a German national with regard to the foreign exchange regulations, was, within a period expiring on 15 August 1940, entitled to acquire RM. 400.-- each common I.G. shares with dividend coupon for 1940 ff., plus a cash compensation to the amount of the I.G. dividend for 1939, less income tax upon return of investments and war surtax, against non. sw. frs. 500.-- each I.G.Chemie shares with dividend coupons for 1939 ff. ; while additional payment of 200.-- RM. plus 5 p.c. interests from 1 January 1939 until the day of payment had to be made by the shareholders for each I.G. Chemie share of sw.frs. 500.--, paid only by 50 p.c. A separate decision will be taken on the capital increase required for the execution of this exchange.

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- c) Acquisition of non. sw. frs. 1,748,500.-- full (fully paid up) and non. sw. frs. 550,500.-- (partly paid-up) I.G. Chemie shares from the Deutsche Golddiskontbank including dividend coupon 1939 for the purchase price of RM. 3,982,800, if necessary, with special compensation for the dividend coupon 1939 to the Golddiskontbank, carried out by the Lenderbank for the account of the I.G.
- d) sale of 50,000 pieces of empty I.G. Chemie shares as required according to b) and c) with coupon No. 11 ff., equivalent to non. sw. frs. 25,000,000, to the I.G. Chemie Basle for the account of the I.G., against
- aa) Payment of sw. frs. 10,000,000 in free foreign currency outside the German-Swiss clearing. That foreign currency had to be surrendered to the Reichsbank at the official quotation of the day.
 - bb) Delivery of non. RM. 2,100,000.-- WASAG shares. These are, as far as foreign exchange law is concerned, freely at the disposal of the I.G., but certain strings may be expected to be attached negotiations about that are still in progress with the OKW;
 - cc) non. RM. 500,000.-- 3 p.c. bonds of the bond issue of the Conversion Office for German Foreign Debts, payable in Reichsmark. These are to be placed at the disposal of the Deutsche Golddiskontbank without compensation.
 - e) The I.G. Chemie shares thereby exchanged and remaining in Germany are left to the Lenderbank, accounts thereof to be cleared with this bank on the basis of approx. the last purchase price of the Reichsbank, resp. the Golddiskontbank, i.e. at RM. 57.60 for non. sw. frs. 100.-- full shares and RM. 30.40 for non. sw. frs. 100.-- empty shares, etc.

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laid down in the negotiations with the Reichsbank.

.....
Thereupon, the Vorstand resolves at the proposition of Dr. von KNIERIEM unanimously as follows:

"By virtue of the authority conferred by Par. 6, subsection 3 of the Statutes the stock capital of the corporation is increased by RM. 32.200.000.-- to RM. 763.200.000.-- by the issue of

31.151 common shares of nom. RM.1.000.-- each
5.245 common shares of nom. RM. 200.-- each

The shares are being issued at 100 p.c. and will participate in the profits beginning with 1 January 1940. Payments are to be made, plus 5 p.c. interests from 1 January 1940, until 23 August 1940 at the latest. Subscription privileges of the shareholders are precluded."

.....
25th Meeting of 25 April 1941.

.....
3.) Technical Committee.

Dr. von KNIERIEM has pointed out that by decree of the President of the USA of 15 April 1941 it has become practically impossible to carry on the exchange of experiences between the American and German firms; the effect thereof will be discussed in detail in a meeting of the Patent Commission .

26th Meeting of 10 July 1941.

.....
1.) Capital increase, approved capital and compulsory share tax regulation.

.....
a) Dr. von KNIERIEM reports about a planned capital increase to the amount of the remainder of the still existing approved capital and the Vorstand

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thereupon passes the following resolution:

"By virtue of the authority conferred by par.6, subsec. 3 of the statutes the capital stock of the corporation is increased by RM. 26.800.000.-- to RM. 800.000.000.-- by the issue of

26 800 common shares of nom. RM. 1.000.-- each. The shares are being issued at 150 p.c. and will participate in profits beginning with 1 January 1941. Payments are to be made to the full before application for registration into the official register of trading associations. The subscription privilege of shareholders is precluded.

The shares are issued with the proviso that the purchaser must not realize the shares without the consent of the corporation and has to hand over any excess profits beyond 155 p.c. which might be gained on the occasion of the realization to the corporation; an adequate commission, which will have to be agreed upon, being taken into consideration."

b) Dr. von KNIBRIEM explains the reasons in favor of the creation of new approved capital for the corporation, and the Vorstand then unanimously decides to propose to the next general meeting the passing of the following resolution, after due consent of the Aufsichtsrat. "To par.6 of the statutes the following subsection 3 is added:

The Vorstand is authorized to increase the capital stock until 1 August 1946 by max. RM. 100.000.000.-- , by issuing new common shares against investment in cash or in kind."

c) Dr. v. KNIBRIEM reports in detail about the new compulsory share tax regulation, especially about the dividends stop, the dividend payment stop, the compulsory share tax, capital increase and lump sum tax. The I.G. has two alternatives:

Two courses are open to the I.G.: either to wait until an interim dividend will be permitted, then distribute it and at the end of 1941 simultaneously with the close of business as of 31.12.1940 to make a capital adjustment, whereby no dividend tax will have to be paid; or the company may, by paying of a dividend tax of ca 7½ Mill., submit the usual closing balance today and after approval of it propose to the Aufsichtsrat-meeting of the Generalversammlung meeting tomorrow, like in the last years, to distribute an 8% dividend; an eventual capital adjustment would then be made in the Hauptversammlung in spring 1942 as of 31.12.1941.

Dr. von Knieriem puts forward the various reasons that speak for the second course, of which the most important one is, to gain sufficient time for deliberation and preparation of the important capital adjustment; the latter requires thorough examination, above all in consideration to the many subsidiary companies and to a number of dividend agreements; to this must be added that the exchange of the conversion loan will not have been completed before 31.12.1941. The advantages accruing from a one year postponement are so great that this circumstance alone justifies the payment of the dividend tax.

Geheimrat Schmitz also recommends the latter course and observes that from a relevant official of the Reich Ministry for Economics he has been advised that the I.G. is this year also expected to distribute an 8% dividend.

The Vorstand agrees with the statements made to this point.

.....

2.) Annual Balance

Dr. v. Knieriem then reads two press notices; the first is to appear as an administrative declaration, if approved tomorrow by the Aufsichtsrat, the other one is to serve informative purposes.

3.) Patent questions.

Dr. von Knieriem reports on patents, especially on the development of registrations in Germany and on the treatment of registrations abroad. He further makes known that the confiscation of I.G. accounts in the USA at the occasion of the magnesium-suit has been revoked except for \$ 25,000.--.

.....

29. Meeting on 9 January 1942.

3) Increase of capital stock from the approved capital.

Dr. v. Knieriem moves to decide on the following increase of capital stock from the approved capital:

By virtue of the authorization of Par. 6, ch. 3 of the statutes the capital stock of the company is increased by emission of 40,000 common shares each nom. RM 1,000.--, for which approval by the Reich Ministry for Economics has been granted, by the amount of RM 40,000,000.-- and with the reservation that the Herr Reich Economy Minister approves the issuance of these shares by further emission of

8 500 capital shares of each RM 1,000.--

for further amount of RM 8,500,000.--

to RM 848,500,000.-- Of these shares there are to be issued:
RM 27,250,000.-- and upon approval by the Herr Reich Economy Minister the further
RM 8,500,000.-- each at 130% with dividend rights beginning 1 January 1941,

RM 12.750.000.- at 160% with dividend rights beginning
1 January 1942.

The payments are to be made prior, to registration into the commercial register. The subscription privilege of stockholders is excluded.

The stocks will be issued under obligation of the buyer to dispose of them only in agreement with the company and that after settlement of an appropriate, agreed upon commission.

1. Surplus amounts accruing from the cash sale of shares bought at 130% in excess of 130%, must be surrendered to the Company.
2. Securities that are acquired in exchange for stocks must be transferred to the company against return of the counter-value.

In case the Reich Economy Minister does not approve of the issuance of further RM 8.500.000.- of stocks, then the decision of capital increase for RM 40.000.000.- to the amount of RM 840.000.000.- by emission of 40.000 capital stocks of nom. RM 1.000.- each remains effective.

The Vorstand agrees unanimously.

32. Meeting on 29 May 1942.

.....
2) Capital adjustment resp. Capital increase.

Gehelnrat Schmitz reports in detail on the intended capital adjustment resp. capital increase and proposes to make the capital adjustment of the I.G. now per 31 December 1941, namely so that the capital stock of RM 900 Mill. should be adjusted by 25% - RM 225 Mill to RM 1125 Mill. and the preferred stocks be adjusted as to voting rights. From this capital adjustment follows, on the basis of the dividend so far of 8%, a dividend parity of

DOCUMENT BOOK I KNIRIEM
DOCUMENT No. 5

6.4%. The dividend in the future is to be 6%, also already for the year of 1941. In order to balance this further reduction the capital adjustment will be combined with a following real capital increase, which simultaneously will partially provide the necessary means for further tasks of the I.G.. This combination shall take place so that the capital stock, as far as it concerns the I.G. stockholders themselves, will be increased by RM 225.- Mill. more and the I.G. stockholder will be offered a subscription privilege at pari according to the following computation:

On nom RM 1,000.- up to nom RM 80.-
in dividends were paid - 8%

the adjustment is nom RM 250.-
accordingly for nom RM 1,250.- the dividend percentage is 6,4%

For the investment of
capital of nom RM 250.- only 4% interest is applied - RM 10.-
so that on nom RM 1500.- RM 90.- result as a 6% dividend.

A corresponding subscription privilege is to be granted the stockholders of the, through syndicate agreements combined, firms of Riobeck, DAG and Genschow, whereby the total amount of capital increase will be enlarged to the amount of RM 235 Mill..

The reduction in dividend from the parity of 6.4% to 6% becomes effective already for 1941, while the new stocks from the capital increase cannot bear dividends before 1942. This disadvantage will be balanced by permitting the stockholders to make their payments for the capital increase on 1.7.1942, while the dividends from the new stocks will be due then for the entire year.

DOCUMENT BOOK I KNIERIEM
DOCUMENT No. 5

The amount saved through reduction of the dividend from the parity of 5.4% to 6% for 1941 will be accounted for as profit and carried forward to new account.

The capital increase is for technical reasons to be carried out by transferring the whole amount to a banking syndicate which will offer the stocks for subscription to the stockholders. Therefore the direct subscription privilege of the stockholders must be excluded for the decision for capital increase. As far as stocks will not be subscribed to, they are to be sold under the best possible conditions in agreement with the syndicate and by paying in the surplus to the I.G..

Furthermore it is planned for the future and in principle approved of by the Reich Ministry for Economics, to issue at the appropriate time a 4% conversion loan with the subscription privilege at pari to the capital stockholders up to a total amount of RM 500,000.-, which in about 12-25 years may be converted into capital stocks of our company at the ratio of 1:1 or the capital stocks of Konzern companies on choice of our company.

The Vorstand agrees and decides to submit the annual balance, as well as the executive report for the business year of 1941 including the proposal for distribution of profits contained therein, in the manner as laid down in the attached protocol. In addition the Vorstand decides to present to the Aufsichtsrat the also in the enclosure attached draft of a report and recommend it to the Aufsichtsrat for approval.

DOCUMENT BOOK I KNIERIEM

DOCUMENT No. 5

Furthermore the Vorstand decides to propose to the Aufsichtsrat the draft of following resolution:

- 1) The capital stock of the company is, effective for the business year 1941, increased by RM 225.000.000.- to RM 1.165.000.000.- by adjustment according to the DAV (German Stock Law) and including the adjusted annual financial statement as of 31 December 1941.
- 2) To each common share
 - of nominal value RM 1.000.- is appropriated an adjustment amount of RM 250.-
 - of nominal value RM 200.- is appropriated an adjustment amount of RM 50.-
 - of nominal value RM 100.- is appropriated an adjustment amount of RM 25.-On each common share of nominal value RM 1.000.-
 - a) an additional share in the nominal value of RM 200.- will be issued
 - b) a subscription privilege on RM 50.- granted, which may be exercised by subscription to shares in the nominal value of RM 100.-

On each common share in the nominal value of RM 100.- a subscription privilege on RM 25.- of stocks will be granted, which may be exercised by subscription to stocks in the nominal value of RM 100.-.

The additional stocks are entitled to dividends beginning 1 January 1941, the additional stocks on the ~~conditional~~ capital according to Par. 6, ch. 2 of the statutes.

DOCUMENT BOOK I KHIERIEM
DOCUMENT No. 5

The preferred stocks will be adopted as to voting rights without adjustment in the nominal value.

3) Par. 6 ch. 1,2, Par. 24 sentence 2, Par. 30 No. 2 of the statutes, on the basis of the issuance of RM 91.500.000.- common stock from the ^{conditional} /... capital, on the basis of the expiration of the conversion privilege, from the conversion loan of 1928 and on the basis of the capital adjustment, receive the following wording:

Par. 6

(1) The capital stock is RM 1.165.000.000.-

It consists of:

RM 1.125.000.000.- Common stock

RM 40.000.000.- Preferred stock

The common shares are divided into:

1 063 620 shares nominal value of each RM 100.-

2 015 725 " " " " " " 200.-

615 493 " " " " " " 1.000.-

The preferred shares are divided into:

40.000 shares nominal value of each RM 1.000.-

(2) The capital stock is conditionally increased for RM 69 022 100.- subscribed common stock.

The subscribed common stock are divided into:

133 029 shares at a nominal value of each RM 100.-

79 146 " " " " " " " 200.-

39 890 " " " " " " " 1.000.-

The subscribed common stock are entitled to dividends beginning

1 January of the year of emission.

Par. 24, Sentence 2

The common stock entitle for each RM 100.- nominal value to one vote,
to
the preferred stock for each RM 1.000.- nominal value /125 votes.

Section 30 No. 2

Then a first dividend of up to 3.2 % shall be declared on the common stock

4) a) As a result of the adjustment of the capital, section 2, sentence 2, of the conditions for convertible loans of 1928 now reads as follows:
 "When the debtor company declares a dividend of more than 9.6 % on its common stock, the interest on its bonds is increased, for that year, by $\frac{1}{2}$ % for each 0.8 % of extra dividends."

b) As a result of the adjustment of the capital the working agreement contracts for

I.G. /Laenderbank/ A. Riobeck'sche Montanwerke A.G. dated 14 Oct. 192

I.G./Laenderbank/Dynamit-Aktiengesellschaft, formerly Alfred Nobel & Co. dated 17 Sept. 1926,

Dynamit-Aktion-Gesellschaft formerly Alfred Nobel & Co./Laenderbank/
 Gustav Genschow & Co. A.G. dated 7/ 22 Nov. 1927 / 27 Nov. 1931 have

the following dividend and conversion factors:

I.G./Riobeck	instead of as now 10:6 in the future 4:3
I.G./DAG	" " " " 2:1 " " " 8:5
I.G./Genschow	" " " " 5:2 " " " 2:1

in each case under the condition that the company concerned does not adjust its own capital."

The closing balance sheet, the annual statement, the Aufsichtsrat's report and the proposal for capital adjustment are to be presented to the Aufsichtsrat after it has been certified by the auditor who closed the books.

The Vorstand further decided to propose the following (still incomplete) mot for an increase of the capital to around RM 235,000,000 to the general meeting, with corresponding amendments of the by-laws:

"Subject to the approval by the Reich Minister of Economics of the stock issue and by the Reich Minister of Justice of the issue of stock with denominations less than RM 1,000.-, the capital stock of the corporation will be increased by issuing"

.....common stock in denominations of RM 1,000.- each

.....common stock in denominations of RM 200.- each

.....common stock in denominations of RM 100.- each

by RM to RM

The stock will be issued at face value and is entitled to earn a return after 1 Jan. 1942. Payments, plus 4 % interest since 1 July 1942, are to be made in full before application is made for incorporation. Subscription right of the stockholders are precluded.

The stock will be sold with the provision that the cartel (Uebernehmer), with the consent of the company, shall offer the stock to the common stock holders at the ratio of 5:1, and in accordance with the working agreement contracts, to the stockholders of the A. Risbeck'sche Mentarwerke A.G., Dynamit-Aktion-Gesellschaft formerly Alfred Nobel & Co. and Gustav Genschow & Co. firms at the ratio to the face value agreed to in the contract, plus 4 % interest since 1 July 1942, and that the unsubscribed stock shall be sold at the best possible price and the profit therefrom credited to the company.

The Vorstand is ordered and authorized to execute the capital increase by 31 Dec. 1942 at the latest, and to take the necessary measures to accomplish this."

When the capital increase has been entered, section 6, paragraph 1 of the by-laws will be as follows:

The capital stock amounts to RM

It consists of:

RM Common stock

RM 40,000,000.- Preferred stock.

The common stock is divided into:

..... shares with a face value of RM 100.-- each

..... shares with a face value of RM 200.-- each

..... shares with a face value of RM 1000.-- each.

The preferred stock consists of:

40,000 shares with a face value of RM 1,000.- "

The remaining details which have not been settled, especially the exact amount of the capital increase and in what denominations it should be, which must be determined in accordance with the subscription rights of the shareholders of the companies affiliated through working agreements, are to be worked out by Geheimrat Schmitz and Dr. v. Knieriem as needed. Furthermore these two gentlemen are authorized to make changes in the wording which may be required by the company registrar (Registerrichter) or for a similar reason and which do not change the essential meaning.

In the assumption that the decision of the Aufsichtsrat concerning capital adjustment, the closing of the books and the report of the Aufsichtsrat will be made accomplished by 16 June 1942 at the latest, and that the adjustment of the capital will be entered in the trade register by 3 July 1942 at the latest, the Vorstand has decided to call the 17th regular general meeting on Saturday, 4 July 1942, at 11 o'clock in the morning, in the administration building of the I.G. in Frankfurt a/M. with the following agenda:

- 1) Presentation of the proposal for capital adjustment, along with the annual balance sheet and the annual report for 1941, with the audit report of the Aufsichtsrat and the motions for the distribution of the profits.
- 2) Approval of the decisions of the Vorstand and the Aufsichtsrat.
- 3) Capital increase, without the lawful subscription rights of the stockholders, with the provision that the shares shall be offered to the common stock holders.
- 4) Amendment to Section 6, paragraph 1 of the by-laws, according to the decision to 3); amendment of section 30, subsection 2 of the by-laws.
- 5) Elections to the Aufsichtsrat.
- 6) Choice of auditor for final audit for fiscal year 1942. (On points 3) and 4) the common stock holders and the preferred stock holders each vote separately from the general meeting.)

Geheimrat Schmitz and Dr. von Knieriem are also authorized to make necessary alterations.

34th session on 11 Sept. 1942.

.....
2) Technical Committee.

Dr. v. Knieriem made a report on discussions which treated the simplification of the patent process; in the course of these discussions the draft of a law was presented that would do away with the position of monopoly of the patent holder. Although this draft has been withdrawn in the meanwhile, the thoughts behind it should be carefully considered under the present circumstances. For that matter, I.G. has voluntarily relinquished, in various fields, the monopoly powers granted the patent holder, in the interest of the war economy.

36th Meeting on 17 Dec. 1942)

2) a) Agreements with subsidiary companies.

Dr. v. Knieriem describes a change that is becoming necessary in the structure of our Konzern. Branch or profit eliminating agreements (Organ- oder Gewinnausschlussverträge) should be made with our large, hundred percent subsidiary companies, especially Morsburg, Buna Werke G.m.b.H., Kalle, Knapsack and Silenburg; these agreements mean that the subsidiary company concerned, as a branch of the parent company, will operate for the account of the parent company, which accordingly will take over any profit or loss. Since branch agreements can also be made under some conditions, when there are two parent companies, arrangements for a similar procedure should also be made for Huels and the Fuorstengrube with the two partners, Hibernia and Pless. These agreements should be made this year yet, to go into effect on 1 Jan. 1942.

Gesamrat Schmitz made some supplementary remarks and also pointed out that in spite of all the doubts and difficulties of the question under consideration, it seemed best to conclude such agreements at this time.

The Vorstand declared itself in agreement with the proposed procedure.

b) Revision of the working agreement contract between I.G./Laenderbank/A. Riibeck'sche Montanwerke A.G.

Dr. v. Knieriem announced that the Vorstand and the Aufsichtsrat of I.G., in corresponding decisions from 29 May and 18 June 1942, have revised the contents of the working agreement contract between I.G./Laenderbank/A. Riibeck'sche Montanwerke A.G. dated 14 Oct. 1926 in accordance with the adjustment of capital of I.G., under the condition that A. Riibeck'sche Montanwerke A.G. does not adjust its own capital. In the meantime the A. Riibeck'sche Montanwerke A.G. has increased its capital by RM 25 millions to RM 75 millions, as of 31 March 1942, effective for the fiscal year 1941/42.

The contents of the I.G./Laenderbank/A. Riibeck'sche Montanwerke A.G. must now be revised again to correspond with the capital adjustment of I.G. and Riibeck. The Vorstand and the Aufsichtsrat of Riibeck have come to the following decision hereto on 14 Sept. 1942:

The following ratios for dividends, conversion and subscription are valid for the working agreement contract between I.G. Farbenindustrie A.G./Deutsche Laenderbank A.G./A Riibeck'sche Montanwerke A.G. dated 14 Oct. 1926 as a result of the 25 % capital adjustment of I.G. and the 50 % capital adjustment of Riibeck.

I.G./Riebeck, instead as before 10: 6 or 6 : 10
in the future 2: 1 or 1 : 2.

The present common capital stock, as understood in section 2, paragraph 2 of the working agreement contract of 14 Oct. 1926 is now the common capital stock that has been adjusted to 75 million RM."

This revision of the contents of the working agreement contract between I.G./Laenderbank/A. Riebeck'sche Montanwerke A.G. is approved unanimously

.....
39th Meeting on 1 July 1943.

.....
2) Technical Committee.

.....
Dr. v. Knieriem reported on contemplated measures that are designed to adapt the patent procedure to war conditions. Then he describes in detail the measures I.G. has to take towards the members of its staff as a result of the "Directive for the treatment of inventions by staff members" from 12 July 1942, or, as the case may be, the executive order thereto. A message to the academic employees, including directors and prokurists, is contemplated, to the effect that the new regulations concerning inventions by staff members will replace the earlier regulations in the employment contract, in so far as inventions which are reported after 22 July 1942 are concerned. Outside of this, it is believed that the reimbursement usual with I.G., i.e. by grant or an increase of the present special payments, can be continued in the future

41st Meeting on 4 Nov. 1943.

.....
8) Miscellaneous

a) Dr. v. Krieriem talked about the new regulations on the reimbursement of inventors, and especially about the meaning to us of the new income tax law which favors inventor's compensations. After a lively discussion it is decided to handle the questions which arise in this connection at a special meeting which will include members of the patent commission.

.....
43rd Meeting on 2 March 1944:

1) Geheimrat Schmitz told confidentially about the preparation for an issue of up to RM 500 million of convertible loan shares, about which some discussion had already taken place at the 39th meeting of the Vorstand on 1 July 1943. The decision of the Aufsichtsrat concerning the convertible shares, which was already arrived at on 2 July 1943, is as follows:

"The Aufsichtsrat votes to issue a 4 % convertible loan, repayable at face value, in an amount up to RM 500 million, with a normal life of 20 to 25 years, which the creditors may convert into I.G. common stock at the ratio of 1:1, or, at the discretion of I.G., entirely or in part into common stock of the companies of the Konzern, after the 14th and 15th year, or earlier at the companies discretion.

The convertible shares shall be offered in subscription to the common stock holders at par.

The particulars of the convertible loan and its issuance, as well as the decision on the issue thereof in itself and when that shall occur, is left up to the Vorstand."

Negotiation with the Reich Ministry of Finance concerning the taxes on the issuing of the convertible loan shares and their future conversion into stock shares have led in essence to the following - as yet non-binding - alternative offers of the Reich Ministry of Finance:

either a lump sum payment of RM 100 million for the entire income tax liability of I.G. and the stockholders connected with the issuance and conversion of the conversion loan shares, of which under certain circumstances, especially if there was no conversion into stock of the Konzern, up to RM 80 million would be returned; this would also take care of the taxes connected with the reduction in size of the Konzern through the sale of Konzern stock. Or it can be taken care of by paying the RM 20 million income tax due on the issuance of the conversion loan shares and by leaving the tax question for I.G. and the stockholders open until the conversion actually happens. The Vorstand agrees to the issuance of a conversion loan of the entire RM 500 million or a part thereof, under the conditions set by the Aufsichtsrat.

Aufsichtsrat Schmitz and Dr. v. Knieriem are authorized to determine the details of the conversion loan and its issuance, as well as whether it shall be issued at all, and if so, at what date, even in case the negotiations with the Reich Ministry of Finance along the lines of the preceding proposal should yield no result.

.....

44. Meeting on 20. April 1944.

Dr. v. Knieriem gives the information that in the future the Pallas will only assume insurance risks on firms in which I.G. has a 75 % or higher interest. The Pallas will gradually dissolve the insurance contracts made with firms in which the I.G. has a lesser interest, within the framework of the contract agreements. The Vorstand agrees to this.

.....

45. Meeting on 30 June 1944

b/Finance Questions.

Dr. v. KNIERIEM reports on the new convertible loan and presents the loan conditions as they now appear in the version of draft 10 dated 28 June 1944. This draft 10 differs in a few points from draft 9 which formed the basis of the Vorstand's resolution dated 2 March 1944: so, for example, if in the case of exchange in Konzern shares for the purpose of compensation the dividend is taken as a basis, the dividend profit of the Konzern shares in the immediately preceding years is not to be taken into consideration; further, the possibility of exchange is to begin later than provided for in draft 9, namely only after 10 years.

Further, the agreement which resulted with the Reich Finance Ministry meantime is explained; the original idea of settling the tax claims connected with the issue (Ausreichung) of Konzern shares has been dropped. The I.G. on the contrary, pays off with RM 20 mill. the income and corporation taxes arising in the case of the shareholders in the opinion of the Reich Finance Ministry by taking up the convertible loan to the nominal amount; further the I.G. is free by paying a further RM 30 mill. in 3 yearly instalments to pay off those taxes too possibly arising in the case of shareholders who keep books (buchfuehrende Aktionere) in the event of the later conversion.

Dr. v. KNIERIEM refers further to the fact that by continuation of the monetary legal regulations and their treatment in the issue of subsidiary shares a distribution of capital which is not permissible might ^{possibly} be seen, that nevertheless the possibility of the surrender of Konzern shares is to be provided for, since conditions can change up to the moment when the exchange comes into question.

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The Vorstand is in agreement and extends in particular the authority given on 2 March 1944 to the framing of the loan conditions according to draft 10 dated 28 June 1944.

Certified true copy of above document .

Horst HELDMANN
Attorney.

AFFIDAVIT.

I, the undersigned Reinhard DITSCHER, residing in Ludwigshafen a.Rh., Gruenerstr. 10 have been duly warned that I render myself liable to punishment by delivering up a false affidavit. I declare in lieu of oath that my statement corresponds to the truth and was made to be submitted in evidence to the Military Tribunal in the Palace of Justice in Nuernberg, Germany for case 6.

1.) As secretary, I have, for many years, been looking after private and personal affairs of Dr. von KNIERIEM, especially his income and tax affairs. Until 1942 I worked for Dr. von KNIERIEM as deputy of his former secretary, Herr ALTVATER. After the death of Herr ALTVATER in 1942 I then took over the above-mentioned work alone and I am still performing it today.

2.) On the basis of the particulars available to me, I have ascertained the taxable income of Dr. von KNIERIEM from work that was not independent (salary and percentage of profits from the I.G. Farbenindustrie A.G.) in the years 1930 - 1944 inclusive. They amount

in the year 1930	to	RM.	194.555.--
" " " 1931	"	"	177.034.--
" " " 1932	"	"	132.015.--
" " " 1933	"	"	119.860.--

- -

in the year 1934	to	RM. 132.612.--
" " " 1935	"	" 132.680.--
" " " 1936	"	" 161.240.--
" " " 1937	"	" 160.990.--
" " " 1938	"	" 175.074.--
" " " 1939	"	" 178.333.--
" " " 1940	"	" 179.083.--
" " " 1941	"	" 179.748.--
" " " 1942	"	" 179.366.--
" " " 1943	"	" 177.997.--
" " " 1944	"	" 177.694.--.

These amounts represent at any given time the entire professional income of Dr. von KNIERIEM.

Ludwigshafen a. Rh., 10 December 1947.

Reinhard DITSCHER.

(page - 2 - of the original)

I, attorney Friedrich SILCHER, Nuernberg, hereby certify and testify to the preceding signature of Herr Reinhard DITSCHER, Ludwigshafen a. Rh., as executed by his own hand before me in this very place.

Ludwigshafen a. Rh., 10 December 1947.

Friedrich SILCHER
Attorney.

Defence Counsel at the Military Tribunal
Nuernberg.

Certified true copy of above document .

Horst PELCKMANN.
Attorney.

Total Compilation Of Patent Applications & Patents according to Countries

		Totals	Germany	Switzerland	Soviet Union	Egypt	Argentina	Australia	Belgium	Brazil	Bulgaria	Canada	Chile	Cuba	France	Italy	Japan	U.S.A.		
Main Branch I	Nitrogen	1. In 1938 suspension process (less)																		
		2. Reapplications, 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	Hydrogenation	1. In 1938 susp. process																		
		2. Reapplication 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	New Fields Main Branch I	1. In 1938 susp. process																		
	2. Reapplications, 1938 (contained in 1)																			
	3. Trade marks granted (status of 1-1-39)																			
Main Branch II	Inorganic Substances	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	By-Products	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	Rubber	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	Various Materials	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	Engineering Accounts	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
	3. Trade marks granted (status of 1-1-39)																			
Main Branch III	Solvents	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	Dyes	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	Pharmaceuticals	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
	Insecticides	1. In 1938 susp. process																		
	2. Reapplications 1938 (contained in 1)																			
	3. Trade marks granted (status of 1-1-39)																			
Main Branch III	Perfumes	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
Main Branch III	New Fields Main Branch II	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
Main Branch III	Main Branch III	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
Main Branch III	New Fields Main Branch III	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		
Main Branch III	Sum-Total	1. In 1938 susp. process																		
		2. Reapplications 1938 (contained in 1)																		
		3. Trade marks granted (status of 1-1-39)																		

70
 11

Sheet 3

Countries & Branches

<i>Argentina</i>	<i>Canada</i>	<i>Chile</i>	<i>Cuba</i>	<i>Denmark</i>	<i>England</i>	<i>Finland</i>	<i>France</i>	<i>Greece</i>	<i>Holland</i>	<i>Brit. India</i>	<i>Italy</i>	<i>Eize</i>	<i>Japan</i>	<i>Yugoslavia</i>	<i>Luxembourg</i>	<i>Manchukuo</i>	<i>Norway</i>	<i>Poland</i>	<i>Portugal</i>	<i>Rumania</i>	<i>Sweden</i>	<i>Switzerland</i>	<i>Spain</i>	<i>South Africa</i>	<i>Czechoslovakia</i>	<i>Turkey</i>	<i>Hungary</i>	<i>Venezuela</i>	<i>Mexico</i>	<i>United States</i>	<i>Foreign Total</i>	<i>Sum Total 1938</i>	<i>1937 Figures in comparison</i>	<i>The fo</i>			
																																		<i>Colombia</i>	<i>Iran (1e)</i>		
																																			<i>Bolivia (C)</i>	<i>Irak (3s)</i>	<i>Trinidad</i>
																																			<i>Trinidad</i>		
																																			<i>Esthonia</i>	<i>Lithuania</i>	
																																			<i>(5s, 5n, 1e)</i>	<i>Federated</i>	
																																			<i>Iran (1e)</i>	<i>Solkemen</i>	
																																			<i>Esthonia</i>		
																																			<i>Danzig (C)</i>		
																																			<i>Danzig (C)</i>		
																																			<i>(4s, 5e)</i>		
																																			<i>Seylon (C)</i>		
																																			<i>(1s, 1n, 1e)</i>		
																																			<i>(6s, 4e)</i>		
																																			<i>Bolivia (C)</i>		
																																			<i>(1e), Honduras</i>		
																																			<i>(2e), Fila</i>		
																																			<i>Para (2s, 4e)</i>		
																																			<i>(1e), Stra</i>		
																																			<i>(3s, 3n, 1e)</i>		
																																			<i>Esthonia (C)</i>		
																																			<i>New Zeal</i>		
																																			<i>Danzig (C)</i>		
																																			<i>(1s, 1n, 1e)</i>		
																																			<i>Spain (1e)</i>		
																																			<i>Danzig (C)</i>		

1937
figures
in
millions

Remarks:

The following countries are included under "others"

Colombia (1e), Costa Rica (1e), Ecuador (1e), Haiti (1e),
Iran (1e), Latvia (1e), El Salvador (1e)

Bolivia (1e), Colombia (1s, 1n, 6e), Estonia (1e),
Iraq (3s, 3n, 3e), Iran (2s, 2n, 2e), Peru (1s, 1n, 4e),
Trinidad (1e)

Trinidad (1e)

Estonia (2e), Belgian Congo (1e), Latvia (7s, 2n, 2e),
Lithuania (3s, 2n, 7e), Newfoundland (1s, 1n), New Zealand
(5s, 5n, 1e), Rhodesia (1e)

Federated Malay States (3e), Straits Settlements (3e)

Iraq (1s, 1n), Federated Malay States (1e), Straits
Settlements (1e)

Estonia (1e), Latvia (1e), Lithuania (1e)

Danzig (1e)

Danzig (4e), Estonia (2s, 4e), Latvia (4s), Palestine
(4s, 5e)

Ceylon (2s, 2e), Colombia (4s, 8e), Danzig (1e), Iraq
(1s, 1n, 1e), Iran (1s, 1n, 1e), New Zealand (1e), Peru
(1s, 4e), Uruguay (4s)

Bolivia (1e) Ceylon (2s, 2n, 11e), Ecuador (1e), Gold Coast (1e), Guatemala
(1e), Honduras (1e), Iran (2s, 2n, 1e), Latvia (1e), Fed. Malay States
(2e), Palestine (5s, 4n, 10e), Panama (2s, 2n, 7e), Paraguay (1e),
Peru (2s, 4e), Philippines (1s, 1n, 4e), Puerto Rico (1e), El Salvador
(1e), Straits Settlements (3s, 2n, 5e), Uruguay (1s), Colombia
(3s, 3n, 11e)

Estonia (1e), Latvia (1s, 1n, 1e), Lithuania (1e), Morocco (1s, 1n, 3e),
New Zealand (1e), Palestine (5s, 3n, 3e)

Danzig (1s, 1n, 1e), Estonia (2s, 2e), Latvia (1s, 2n, 1e), Lithuania
(1s, 1n, 1e), Reg. Designs Japan (1s, 5n, 2e), Reg. Designs
Spain (1s, 1n, 1e)

Danzig (1s, 1n), Estonia (1s, 1n)

#37 D (25)

Bolivia (2e), Ceylon (11s, 2n, 3e), Colombia (8s, 4n, 22e),
Costa Rica (1e), Danzig (2s, 2n, 7e), Ecuador (1e), Estonia
(6s, 2n, 1e), Gold Coast (1e), Guatemala (1s), Haiti (1e),
Honduras (1e), Iraq (4s, 4n, 4e), Iran (6s, 6s, 5e)
Belgian Congo (1e), Latvia (1s, 5n, 7e), Lithuania (4s, 2n, 11e)
Federated Malay States (6e), Morocco (1s, 1n, 3e),
Newfoundland (1s, 1n), Palestine (1s, 7n, 20e),
Panama (2s, 2n, 7e), Paraguay (1e), Peru (9s, 1n, 12e),
Philippines (1s, 1n, 1e), Puerto Rico (1e), Rhodesia
(1e), El Salvador (2e), Straits Settlements (3s, 2n, 9e),
Trinidad (2e), Uruguay (5s), New Zealand (5s, 5n, 5e),
Reg. Designs Japan (1s, 5n, 2e), Reg. Designs Spain

Remarks:

ries are included under "others"

(1e), Ecuador (1e), Haiti (1e), El Salvador (1e)

(1s, 1n, 6e), Estonia (1e), (2s, 2n, 2e), Peru (1s, 1n, 4e)

ongo (1e), Latvia (7s, 2n, 2e), Newfoundland (1s, 1n), New Zealand

s (3e), Straits Settlements (3e)

d Malay States (1e), Straits

le), Lithuania (1e)

2s, 4e), Latvia (4s), Palestine

ia (4s, 3e), Danzig (1e), Irak (1e), New Zealand (1e), Peru

Ecuador (1e), Gold Coast (1e), Guatemala (2n, 1e), Latvia (1e), Fed. Malay States (1e), Panama (4s, 2n, 7e), Paraguay (1e), (1s, 1n, 4e), Puerto Rico (1e), El Salvador (3s, 2n, 5e), Uruguay (1s), Colombia

le), Lithuania (1e), Morocco (1s, 1n, 3e), (1s, 3n, 3e)

(3s, 2n), Latvia (1s, 2n, 1e), Lithuania (1s, 5n, 2e), Reg. Designs

ma (1s, 1n)

#37 D (25)

Bolivia (2e), Ceylon (11s, 2n, 3e), Colombia (6s, 4n, 2e),
 Costa Rica (1e), Danzig (2s, 2n, 7e), Ecuador (1e), Estonia
 (6s, 2n, 1e), Gold Coast (1e), Guatemala (1s), Haiti (1e),
 Honduras (1e), Irak (4s, 4n, 4e), Iran (6n, 6s, 5e)
 Belgian Congo (1e), Latvia (15s, 5n, 7e), Lithuania (4s, 2n, 1e)
 Federated Malay States (6e), Morocco (1s, 1n, 3e)
 Newfoundland (1s, 1n), Palestine (1s, 7n, 2e),
 Panama (2s, 2n, 7e), Paraguay (1e), Peru (9s, 1n, 12e),
 Philippines (1s, 1n, 12e), Puerto Rico (1e), Rhodesia
 (1e), El Salvador (2e), Straits Settlements (2s, 2n, 7e),
 Trinidad (2e), Uruguay (5s), New Zealand (5s, 5n, 6e),
 Reg. Designs Japan (11s, 5n, 8e), Reg. Designs Spain
 (1s, 1n, 1e).



Gesamtaufstellung über Patentanmeldungen und Patente nach Ländern

		Deutschland		Land Oesterreich	Aegypten	Argentinien	Australien	Belgien	Brasilien
Hauptsparte I	Stickstoff	1. Im Jahre 1938 schweb. Verfahren	244	11	11			7	
		2. Neuanmeldgn. 1938 (in 1 enthalten)	71	6	5			4	
		3. Erteilte Schutzrechte (Stand 1.1.39)	269	10	6	24	8	51	1
Hauptsparte I	Hydrierung	1. Im Jahre 1938 schweb. Verfahren	866	23	11	1	3	13	15
		2. Neuanmeldgn. 1938 (in 1 enthalten)	234	9	5	1	1	7	11
		3. Erteilte Schutzrechte (Stand 1.1.39)	285	11	13		6	15	58
Hauptsparte I	Neue Gebiete	1. Im Jahre 1938 schweb. Verfahren	458		4			4	
		2. Neuanmeldgn. 1938 (in 1 enthalten)	40		4			2	
		3. Erteilte Schutzrechte (Stand 1.1.39)	207	1	7		1	28	
Hauptsparte II	Anorganica	1. Im Jahre 1938 schweb. Verfahren	696	17	93		8	21	48
		2. Neuanmeldgn. 1938 (in 1 enthalten)	213	9	50		5	15	38
		3. Erteilte Schutzrechte (Stand 1.1.39)	529	88	141	2	15	9	224
Hauptsparte II	Zwischenprodukte	1. Im Jahre 1938 schweb. Verfahren	415	2	13			7	1
		2. Neuanmeldgn. 1938 (in 1 enthalten)	146	1	9			4	1
		3. Erteilte Schutzrechte (Stand 1.1.39)	271	1	14	2	1	1	43
Hauptsparte II	Kautschuk	1. Im Jahre 1938 schweb. Verfahren	181		5			7	
		2. Neuanmeldgn. 1938 (in 1 enthalten)	62		5			5	
		3. Erteilte Schutzrechte (Stand 1.1.39)	60	2	5			9	
Hauptsparte II	Versch. Werkstoffe	1. Im Jahre 1938 schweb. Verfahren	63		9			3	7
		2. Neuanmeldgn. 1938 (in 1 enthalten)	16		5			3	6
		3. Erteilte Schutzrechte (Stand 1.1.39)	25	3	2				10
Hauptsparte II	Ingenieur-Patente	1. Im Jahre 1938 schweb. Verfahren	131	21	6			2	
		2. Neuanmeldgn. 1938 (in 1 enthalten)	44	11	5			2	
		3. Erteilte Schutzrechte (Stand 1.1.39)	67	50	6				12
Hauptsparte II	Lösungsmittel	1. Im Jahre 1938 schweb. Verfahren	714	5	50		2	4	20
		2. Neuanmeldgn. 1938 (in 1 enthalten)	253	4	30		1	1	13
		3. Erteilte Schutzrechte (Stand 1.1.39)	394	23	53		3	4	75
Hauptsparte II	Farben	1. Im Jahre 1938 schweb. Verfahren	1655	1	115	5	14	1	40
		2. Neuanmeldgn. 1938 (in 1 enthalten)	367	1	60	5	8	1	29
		3. Erteilte Schutzrechte (Stand 1.1.39)	1025	3	75	6	18	16	251
Hauptsparte II	Pharmazeutica	1. Im Jahre 1938 schweb. Verfahren	396	10	87		60	10	2
		2. Neuanmeldgn. 1938 (in 1 enthalten)	91	5	23		11	5	2
		3. Erteilte Schutzrechte (Stand 1.1.39)	464	13	105	16	30	27	27
Hauptsparte II	Schädlingsbek.-Mittel	1. Im Jahre 1938 schweb. Verfahren	136	2	24		5	7	4
		2. Neuanmeldgn. 1938 (in 1 enthalten)	41	2	17		1	4	2
		3. Erteilte Schutzrechte (Stand 1.1.39)	71	1	29	3	10	4	18
Hauptsparte II	Riechstoffe	1. Im Jahre 1938 schweb. Verfahren	19		1				
		2. Neuanmeldgn. 1938 (in 1 enthalten)	3		1				
		3. Erteilte Schutzrechte (Stand 1.1.39)	23				1		2
Hauptsparte II	Neue Gebiete	1. Im Jahre 1938 schweb. Verfahren	84	1	7			1	
		2. Neuanmeldgn. 1938 (in 1 enthalten)	12		6				
		3. Erteilte Schutzrechte (Stand 1.1.39)	69	2	3				9
Hauptsparte II	Hauptsparte II	1. Im Jahre 1938 schweb. Verfahren	836	75	110		5	21	126
		2. Neuanmeldgn. 1938 (in 1 enthalten)	464	53	31		2	6	70
		3. Erteilte Schutzrechte (Stand 1.1.39)	420	503	120		3	15	328
Hauptsparte II	Neue Gebiete	1. Im Jahre 1938 schweb. Verfahren	126	6	14		1	2	11
		2. Neuanmeldgn. 1938 (in 1 enthalten)	45	4	4		1	1	10
		3. Erteilte Schutzrechte (Stand 1.1.39)	49	32	25		1	1	36
Hauptsparte II	Gesamt-Summe	1. Im Jahre 1938 schweb. Verfahren	6707	174	538	6	93	23	301
		2. Neuanmeldungen 1938 (in 1 enthalten)	1804	104	266	6	30	43	200
		3. Erteilte Schutzrechte (Stand 1.1.39)	5049	743	754	55	90	101	1177

Ländern und Sparten.

Argentinien	Australien	Belgien	Brasilien	Bulgarien	Canada	Chile	Cuba	Dänemark	England	Finnland	Frankreich	Griechenland	Holland	Indien brit.	Italien	Irland	Japan	Jugoslawien	Luxemburg	Mandschukuo	Norwegen	Polen	Portugal	Rumänien	Schweden	Schweiz		
7			5	2				38	3	38	1	21																
4								10	1	30		11												4	4	4		
8	51	1	72	6	1	3	106	2	122	3	31		13										1	1	1			
13	15		40		3		149	1	73		53		76		25	7							7	4	24	20		
7	11		24				60		65		22		30		40	2	1	29	3	25			8	5	4	6		
15	56	5	103	6	9		192		175		53		27		15	2		12		9			7	3	2	2		
4			14				51	2	24		14		7	78	4	19	1	2		11	34		27	11	13	10		
2			8				19	2	19		6		11		9				11	3	5		2	5				
1	28		76		1		129	4	104		19		9		4				3	1		2	2					
21	48	12	2	120	5		18	194	26	86	1	106	37		7		1	1	11	7		12	14	6	3			
15	38	4	2	43	3		7	80	8	68	1	27	11	86	1	107	39		52	56	76		11	86	80	56		
9	224	9	2	270	5	2	19	365	30	373	2	59	7	62	1	34	28		18	23	25		6	33	36	30		
7	1		32					103	5	46		15	8	300	5	44	60	1	19	96	124	1	13	135	173	73		
6	1		10					52	3	32		7	14		20	4			12	3	10		4	9	48	1		
1	43		71	1				202	4	162		19	11		7	4			4	2	6		4	6	20	1		
7			29					70		34		12	95		35	1			13	7	15		3	10	153	1		
5			18					33		29		9	26		13				6	5	10			4	9			
9			57					72		63		5	25		12				4	3	10			2	9			
3	7		11				6	24	4	11		10	42	2	6	1				1	3		1	2	5	1		
3	6		6				3	6	2	10		5	7		2	5			2	6	6			7	7	3		
10			9				3	15	4	17		5	5		1	3			3	3			3	4	3			
2								32		6		15	16		1	3			4	2			4	9	1			
2								16		5			3							1	1			2	5			
12			9					29		28		6	3													1		
4	20	7	1	103	1		4	319	6	151	1	61	20						3	2			1	4	15			
1	13	2		44	1		1	137	3	113		25	2	80	6	45	11	1	34	21	26	1	8	22	89	11		
4	75	5	5	154			7	302	4	296	6	38	56		14	6			7	8	8		3	7	52	1		
1	40	24	2	170	2		4	661	5	306		222	4	166	4	33	11	4	4	22	26	4	14	21	186	12		
1	29	13	2	56			2	233	2	233		72	18	189	1	412	9		396	12	84	1	9	21	874	41		
16	251	51	13	312	10		12	1700	12	1581		279	10	150	1	431	7		34	6	29	1	9	18	449	22		
10	2	27		95	4	10	35	127		35	4	62	66	999	1	458	31	1	315	16	248	1	30	57	3554	54		
5	2	14	2	39	4	5	17	28		19	5	22	21	37	4	105	18		104	9	37	2	7	12	197	16		
27	27	84	8	155	10	8	37	319	2	91	13	111	9	12	2	29	9		18	3	13	2	4	6	104	12		
7	4	5		15			7	22	1	3		14	61	43	6	143	45		68	44	95	10	42	66	595	42		
4	2	2		9			5	5		3		4	7	6		5	5		2	2	10		4	5	11	6		
4	13	4	2	20	1		15	29	3	25		17	5	5		2	3		1	3		3	2	5	5			
				2				2		1		2	2	13	2	1	10		5	10			12	19	22	4		
				2						1		1	1													2		
								10		9		7	1													1		
	1			19				23		11		5	6													33	2	
				7				8		8			2														9	
	9			45				89		69		6	1						1	1								
21	126	25	15	140	1		33	339	4	279	15	105	29													4	24	1
6	70	8	6	40	4		13	116	2	177	15	43	1	128	22	101	26	1	66	9	46	1	18	20	109	23		
15	328	20	27	256			8	364	9	327	3	35	1	82	6	28	8	1	14	3	20	1	8	12	49	10		
2	11			5				39	1	26	1	14	326		14	59	34	1	9	8	8		32	14	170	22		
1	10			3				22	1	23	1	7	11		1	3	2		7		2	1		2	20			
1	30	1		51			1	44	1	51		6	11		1	2						1	1	1	5			
23	301	107	22	760	15	13	107	2103	58	1124	23	730	3	35		16			13	1	4		1	22	1			
23	200	48	12	309	9	3	46	826	24	835	22	240	60	649	35	903	122	3	759	133	352	6	71	204	1465	107		
17	1177	182	58	1668	47	21	105	3967	75	3693	29	716	32	473	17	290	72	1	170	56	131	5	46	90	737	87		
													17	2286	38	852	205	10	450	252	610	16	194	366	5004	247		

Portugal	Rumänien	Schweden	Schweiz	Spanien	Südafrika	Tschechoslowakei	Türkei	Ungarn	Venezuela	V.St.v. Mexiko	Sonstige <small>(Summe der Asienländer)</small>	Gesamt- Summe 1938	Vergleichs- Ziffern aus 1937	Bemerkungen: Unter „Sonstige“ fallen folgende Länder:	
	4	4	4	1	15		7		1	43		288	554	586	Columbien (1e), Costa Rica (1e), Ecuador (1e), Haiti (1e), Lettland (1e), San Salvador (1e).
	1		1				3			11		106	188	253	
7	4	24	20	5	31		10	2	6	179	7	887	1 172	1 127	
8	5	4	6	13	50		17	3	4	181	7	778	1 678	1 358	Bolivien (1e), Columbian (1e, 1n, 6e), Estland (1e), Iran (2s; 2n, 2e), Peru (1s, 1n, 4e), Trinidad (1e).
7	3	2	2	5	12		7	3	3	66	7	373	621	472	
27	11	13	10	20	41		13	5	11	257	18	1 206	1 515	1 311	
2	5			1	8		1			51		216	378	316	Trinidad (1e).
2	2			1	1		1			18		98	142	149	
12	14	6	3		14					174	1	650	865	833	
11	86	80	56	13	178	8	29			231	16	1 783	2 589	2 278	Estland (2e), Kongostaat (1e), Lettland (1s, 2n, 2e), Litauen (3s, 2n, 7e), Neufundland (1s, 1n), Neuseeland (1e), Rhodesia (1e).
6	33	36	30	9	53	5	11			68	10	760	1 032	1 076	
13	135	173	73	14	133	6	33		1	418	14	3 057	3 815	3 438	
4	9	48	1		48		4		2	104		482	911	765	Malaiischer Staatenbund (3e), Straits Settlements (1e).
4	6	20	1		14		4		1	30		225	383	322	
3	10	153	1	2	43		4			338	6	1 232	1 518	1 431	
	4	9			9					59	1	294	480	224	Iran (1s, 1n), Malaiischer Staatenbund (1e), Straits Settlements (1e).
	2	9			7					37	1	204	271	117	
1	2	5	1		11		4			75	2	362	429	376	
	7	7	3	3	12		3			21		160	232	167	Estland (1e), Lettland (1e), Litauen (3e).
	3	4	3	3	5		3			11		88	109	88	
	4	9	1	1	6					18	3	131	161	176	
	2	5			6		1			29		103	261	255	Danzig (1e).
		1			2					11		40	100	101	
1	4	15			7		1			33	1	171	294	243	
8	22	89	11	7	58	1	9	1	1	223	10	1 347	2 116	1 663	Danzig (4e), Estland (2s, 4e), Lettland (4s), Litauen (4e).
3	7	52	1		13		3	1	1	91		612	899	884	
14	21	186	12	8	75	5	9			294	13	1 814	2 284	1 949	
9	21	874	41	1	654	6	42		10	819	18	5 073	6 844	6 810	Ceylon (2s, 2e), Columbian (4s, 6e), Danzig (1e), Iran (1s, 1n, 1e), Neuseeland (1e), Peru (6s, 4e), Uruguay (1e).
9	18	449	22	1	125	6	11		8	268	2	1 988	2 416	2 309	
30	57	3554	54	4	764	7	66		27	2386	16	13 366	15 339	14 674	
7	12	197	16	7	95	3	67	5	10	165	22	1 416	1 899	1 772	Bolivien (1e), Ceylon (2s, 3n, 11e), Ecuador (1e), Goldküste (1e), Honduras (1e), Iran (2s, 2n, 1e), Lettland (1e), Mal. Staatenbund (1e), Mexiko (1e), Palästina (5s, 1n, 12e), Panama (2s, 2n, 7e), Paraguay (1e), Philippinen (1s, 3n, 4e), Porto Rico (1e), San Salvador (1e), Uruguay (1s, 2n, 5e), Uruguay (1e), Columbian (3s, 3n, 11e).
4	6	104	12	2	31	2	23	2	6	44	16	520	645	653	
42	66	595	42	29	195	4	170	11	38	464	55	3 113	3 775	3 464	
4	5	11	6	4	17		11		4	21	7	210	374	233	Estland (1e), Lettland (1s, 1n, 1e), Litauen (1e), Neuseeland (1e), Palästina (5s, 3n, 3e).
3	2	5	5	2	4		4		4	8	5	94	154	64	
12	19	22	4	7	18	1	21		9	58	10	388	489	484	
		2								3		14	29	20	
		1								2		10	14	7	
		33	2							23		97	120	128	
		9			3				2	46		135	227	360	
										5		26	44	103	
	4	24	1		10					71		368	461	406	
18	20	109	23		114	1	31			385	20	2 208	3 229	2 802	Danzig (1s, 1n, 1e), Estland (3s, 2n), Lettland (3s, 2n, 4e), Gebr.-Muster Japan (11s, 5n, 8e), Gebr.-Muster Spanien (1e).
8	12	49	10		28	1	11			107	12	906	1 153	1 391	
32	14	170	22		45	1	15			411	12	2 798	3 641	3 451	
	2	20			7		2			42	2	202	348	319	Danzig (1e, 1n), Estland (1e, 1n).
	1	5			1		1			17	2	113	166	97	
	1	22	1		20		5			66		378	484	480	Bolivien (2e), Ceylon (6s, 8n, 3e), Columbian (6s, 6n, 12e), Danzig (2s, 2n, 7e), Ecuador (2e), Estland (6s, 2n, 9e), Gebr.-Muster Japan (11s, 5n, 8e), Gebr.-Muster Spanien (1e), Guatemala (1e), Haiti (1e), Honduras (1e), Iran (1s, 1n, 1e), Kongostaat (1e), Lettland (12s, 5n, 7e), Litauen (1s, 3n, 3e), Malaiischer Staatenbund (6e), Mexiko (1s, 1n, 3e), Neufundland (1e), 19s, 3n, 20e), Neuseeland (2s, 2n, 7e), Paraguay (1e), Philippinen (1s, 1n, 4e), Porto Rico (1e), San Salvador (1e), Straits Settlements (3s, 2n, 3e), Trinidad (2e), Uruguay (1e), Gebr.-Muster Japan (11s, 5n, 8e), Gebr.-Muster Spanien (1e).
71	204	1465	167	50	1274	19	224	9	34	2423	103	14 709	22 149	19 932	
46	90	737	87	23	296	14	82	6	23	794	55	6 163	8 337	8 056	
194	366	5004	247	90	7553	24	351	18	92	5267	158	30 078	36 562	33 891	

Österreich	Südafrika	Tschechoslowakei	Türkei	Ungarn	Venezuela	V.St. v. Mexiko	V.St. v. Nordamerika	Sonstige	Gesamtsumme 1938	Vergleichs Ziffern aus 1937	Bemerkungen:
1	15	7		1	43			288	554	586	Columbien (1e), Costa Rica (1e), Ecuador (1e), Haiti (1e), Iran (1e), Lettland (1e), San Salvador (1e).
		3			11			106	188	253	
5	31	10	2	6	179	7		887	1 172	1 127	
3	50	17	3	4	181	7		778	1 678	1 358	Bolivien (1e), Columbien (1s, 1n, 6e), Estland (1e), Irak (2s, 2n, 2e), Iran (2s; 2n, 2e), Peru (1s, 1n, 4e), Trinidad (1e).
5	12	7	3	3	66	7		373	621	472	
10	41	13	5	11	257	18		1 206	1 515	1 311	
1	8	1			51		✓	216	378	316	Trinidad (1e).
1	1	1			18			98	148	149	
	14				174	1	✓	650	865	833	
13	178	8	29		231	16		1 783	2 589	2 278	Estland (2e), Kongostaat (1e), Lettland (1a, 2a, 2e).
9	53	5	11		68	10		760	1 032	1 076	Litauen (3s, 2n, 7e), Neufundland (1s, 1n), Neuseeland (5s, 5n, 1e), Rhodesia (1e).
14	133	6	33		418	14		3 057	3 815	3 438	Malaiischer Staatenbund (3e), Straits Settlements (3e).
	48	4		2	104			482	911	769	
	14	4		1	30			225	383	322	
2	43	4			338	6		1 232	1 518	1 431	
	9				59	1		294	480	224	Iran (1s, 1n), Malaiischer Staatenbund (1e), Straits Settlements (1e).
	7				37	1		204	271	117	
	11				75	2		362	429	376	
3	12	3			21			160	232	167	Estland (1e), Lettland (1e), Litauen (5e).
3	5	3			11			88	109	88	
1	6				18	3		131	161	176	
	6	1			29			103	261	255	Danzig (1e).
	2				11			40	100	101	
	7	1			33	1		171	294	235	
7	58	1	9	1	223	10		1 347	2 116	1 663	Danzig (4e), Estland (2s, 4e), Lettland (4a), Palästina (1s, 5a).
	13	3	1	1	91			612	899	884	
8	75	5	9		294	13		1 814	2 284	1 949	
1	654	6	42		10	819	18	5 073	6 844	6 810	Ceylon (2s, 2e), Columbien (4s, 6e), Danzig (1e), Irak (1s, 1n, 1e), Iran (1s, 1n, 1e), Neuseeland (1e), Peru (6s, 4e), Uruguay (1s).
1	125	6	11		8	268	2	1 988	2 416	2 309	
4	764	7	66		27	2388	16	13 366	15 339	14 674	
7	95	3	67	5	10	165	22	1 416	1 899	1 772	Bahamas (1e), Ceylon (2s, 3n, 11e), Ecuador (1e), Goldküste (1e), Guatemala (1e), Honduras (1e), Iran (2s, 2n, 1e), Lettland (1e), Mal. Staatenbund (2e), Palästina (5s, 4n, 11e), Panama (2s, 2n, 7e), Paraguay (1e), Peru (2s, 4e), Philippinen (1s, 1n, 4e), Porto Rico (1e), San Salvador (1e), Straits Settlements (3s, 2n, 5e), Uruguay (1e), Columbien (3s, 3n, 11e).
2	31	2	23	2	6	44	16	520	645	653	
9	135	4	170	11	38	464	55	3 113	3 775	3 464	
4	17	11		4	21	7		210	374	233	Estland (1e), Lettland (1s, 1n, 1e), Litauen (1e), Nordeuropa (1s, 2s, 3e), Neuseeland (1e), Palästina (5s, 3n, 3e).
2	4	4		4	8	5		94	154	64	
7	18	1	21		9	58	10	388	489	404	
					3			14	29	20	
					2			10	14	7	
					23			97	120	128	
	3			2	46			155	227	360	
					5			26	44	103	
	10				71			368	461	406	
	144	1	31		385	20		2 208	3 229	2 802	Danzig (1s, 1n, 1e), Estland (3s, 2n), Lettland (3s, 2n, 1e), Litauen (1s, 2s, 3e), Gbr.-Nieder Japan (11s, 5n, 8e), Gbr.-Nieder Spanien (1s, 1n, 1e).
	28	1	11		107	12		906	1 153	1 391	
	45	1	15		411	12		2 798	3 841	3 451	
	7	2			42	2		202	348	319	Danzig (1s, 1n), Estland (1s, 1n).
	1	1			17	2		113	166	97	
	20	5			66			378	484	480	Bolivien (2e), Ceylon (3s, 3n, 3e), Columbien (3s, 3n, 3e), Costa Rica (1e), Danzig (2s, 2n, 7e), Ecuador (2e), Estland (2s, 2n, 3e), Goldküste (1e), Guatemala (11e), Haiti (1e), Honduras (1e), Irak (1s, 1n, 1e), Iran (1s, 1n, 1e), Japan (2s, 2n, 2e), Kongostaat (1e), Lettland (1s, 1n, 1e), Litauen (1s, 1n, 1e), Mal. Staatenbund (3e), Marokko (1s, 1n, 3e), Neuseeland (1e), Palästina (1s, 1n, 2e), Panama (2s, 2n, 7e), Paraguay (1e), Peru (1s, 1n, 1e), Philippinen (1s, 1n, 4e), Porto Rico (1e), Straits Settlements (3s, 2n, 5e), Uruguay (1e), Columbien (3s, 3n, 11e).
10	1274	19	224	9	34	2423	103	14 709	22 149	19 932	
9	296	14	82	6	23	794	55	6 163	8 337	8 056	
10	7553	24	357	18	92	5267	158	30 018	36 562	33 891	

Development of the I.G.'s Patent

a) Subdivided according to I

	1929			1930			1931		
	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total
Lower Rhine Works Combine Levezkussen									
Verdunzen									
Upper Rhine Works Combine Ludwigshafen									
Middle Rhine Works Combine Hoechst									
Griesheim									
Autogen									
Offenbach									
Mainkur									
Central Germany Works Combine Bitterfeld-Wolfen-Farben									
Works Combine Wolfen-Foto u. Kunstseide									
I.G. Total									



Domestic



Foreign

b) Graph of the development



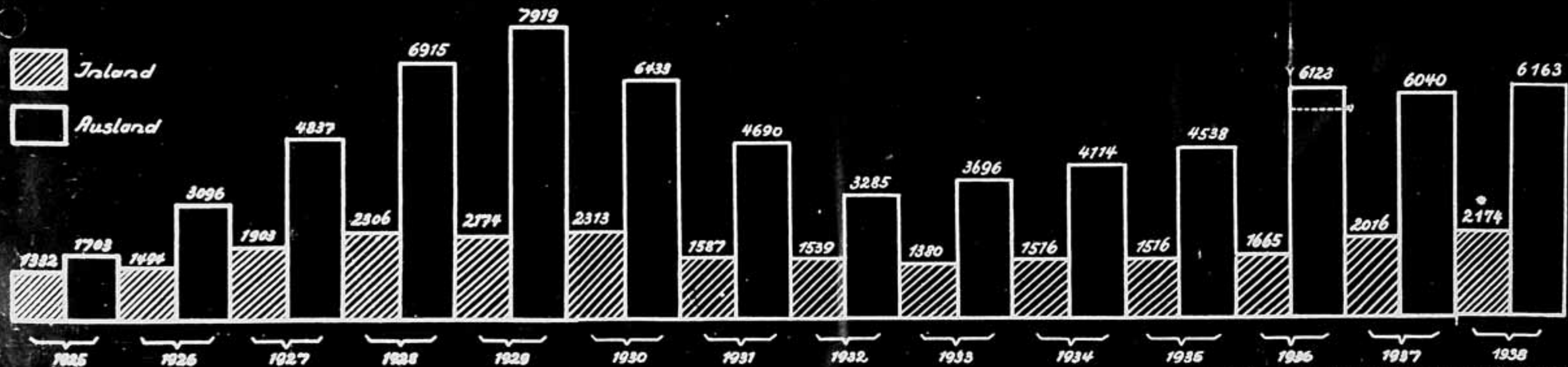
Entwicklung der Patentanmeldetätigkeit der J.G.

a) untergeteilt nach Patentabteilungen

	1929			1930			1931			1932			1933			1934			1935			1936			1937			1938			
	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.				
<i>Betriebsgem. Niederrhein</i>																															
Leverkusen	365	1677	2042	401	1285	1686	282	1047	1329	287	812	1099	182	787	969	232	787	1079	261	987	1242	232	1140	1372	327	1043	1370	325 (71)	1085	1470	
Merdingen	60	131	191	39	53	92	34	72	106	24	44	68	23	49	72	27	60	87	17	88	105	38	98	136	48	126	174	43 (13)	115	158	
<i>Betriebsgem. Oberrhein</i>																															
Ludwigshafen	769	2908	3677	819	2316	3135	422	1395	1823	372	884	1256	360	954	1314	459	946	1405	472	1037	1509	536	1528	2064	770	1397	2007	763 (25)	1521	2284	
<i>Betriebsgem. Mittelrhein</i>																															
höchst	441	1420	1861	467	1230	1697	331	1062	1393	310	793	1103	226	870	1096	292	858	1150	249	1065	1314	307	1412	1719	362	1269	1631	435 (91)	1409	1844	
Griesheim	139	454	593	144	527	671	37	66	103	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Autogen	24	29	53	30	16	46	16	-	16	30	-	30	47	10	57	31	-	31	38	-	38	-	-	-	-	-	-	-	-	-	
Offenbach	-	-	-	-	-	-	8	107	115	28	-	28	16	-	16	14	-	14	7	-	7	7	-	7	10	-	10	14	-	14	
Mainkur	87	585	672	92	467	559	34	192	226	44	77	121	62	157	219	47	269	316	60	259	325	60	341	401	66	402	468	57 (5)	323	380	
<i>Betriebsgem. Mitteldeutschl.</i>																															
Bitterfeld-Wolfen	-	-	-	-	-	-	107	373	480	95	206	301	96	421	517	99	431	530	127	470	597	166	780	946	160	677	837	188 (30)	721	909	
<i>Betriebsgem. Südwestdeutschl.</i>																															
Wolfen-Foto u. Kunstseide	289	715	1004	321	599	860	310	376	686	349	469	818	368	448	816	315	763	1078	279	638	917	319	824	1143	333	1126	1459	289 (31)	989	1278	
Gesamt-J.G.	2174	7919	10093	2313	6433	8746	1587	4690	6277	1539	3285	4824	1380	3696	5076	1516	4114	5630	1516	4538	6054	1665	6123	7788	2016	6040	8956	2174 (266)	6163	8337	

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Die Zahlen für Ausland und in
1) bezogen.

b) graphische Darstellung der Entwicklung in der J.G. insgesamt



*) Der Raum oberhalb dieser Linie gibt die ausserhalb der inländischen Patentanmeldungen erfolgte Inanspruchnahme von etwa 700 Schutzrechten in Auslandsländern an.
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Gesamtaufstellung

Blatt 3

über Patentanmeldungen und Patente nach Ländern und Sparten

Table with columns for countries (Germany, France, UK, etc.) and rows for patent categories (Nitrogen, Hydrogenation, Inorganics, etc.). Includes a 'Gesamt-Summe' row at the bottom and a 'Bemerkungen' section on the right.

Bemerkungen: Unter „Sonstige“ fallen folgende Länder:

List of countries mentioned in the 'Bemerkungen' section, including Cuba, Ecuador, Iran, etc.

	1929			1930			1931			1932			1933			1934			1935			1936			1937			1938		
	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total			
Lower Rhine Works Combine Leventkusen																														
Verdingen																														
Upper Rhine Works Combine Ludwigshafen																														
Middle Rhine Works Combine Hoechst																														
Griesheim																														
Autogen																														
Offenbach																														
Mainkur																														
Central Germany Works Combine Bitterfeld Wolfschleben																														
Works Combine Wolfsen - Fels u. Kunstseide																														
Total I. G.																														

b) Graph of total development in the I. G.

* Including s
The figures
attached i

 Domestic
 Foreign



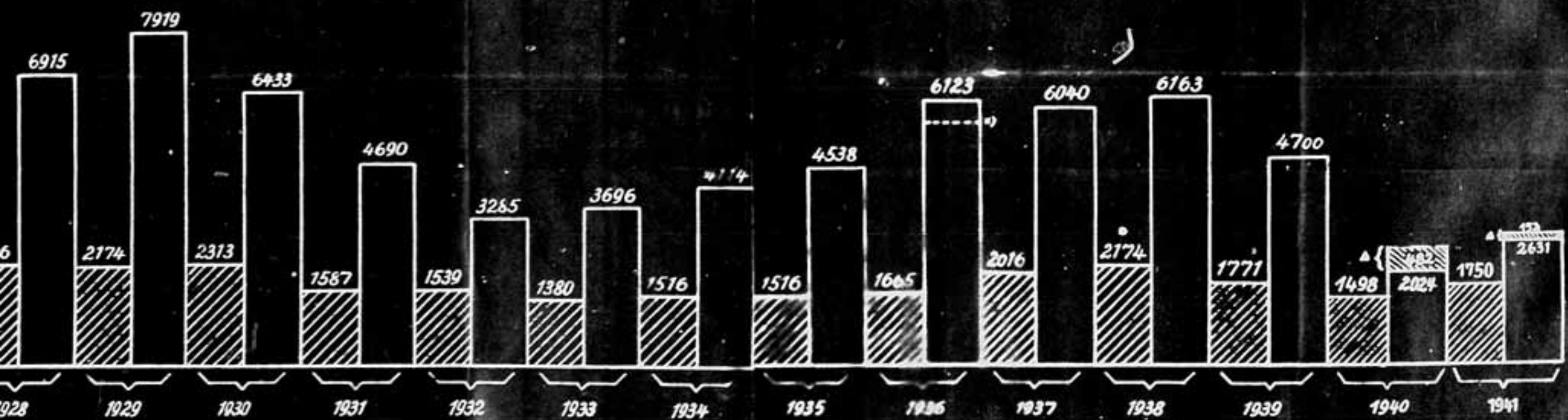
* The space above this line represents the establishment of about 700 trad marks in Manchukuo not included in the regular patents taken out.

a) untergeteilt nach Patentabteilungen.

1930			1931			1932			1933			1934			1935			1936			1937			1938			1939			1940			1941							
Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.	Inland	Ausland	Zus.								
401	1285	1686	282	1047	1329	287	812	1099	182	787	969	232	787	1019	261	981	1242	232	1140	1372	327	1043	1370	385(70)	1615	1970	328	1009	1337	387	48	267	538	382	62	122	1106			
39	53	92	34	72	106	24	44	68	23	49	72	27	60	87	17	88	105	38	98	136	48	126	174	43(17)	115	158	38	52	90	33	44	21	68	58	19	59	116			
819	2316	3135	428	1395	1823	372	884	1256	360	954	1314	459	946	1405	472	1037	1509	536	1528	2064	710	1397	2007	763(29)	1581	2284	637	1069	1706	556	180	376	1118	633	49	821	816			
467	1230	1697	331	1062	1393	310	793	1103	226	870	1096	292	858	1150	249	1005	1314	307	1412	1719	362	1269	1631	435(80)	1406	1844	304	882	1186	298	62	540	850	286	9	528	816			
144	527	671	37	66	103																																			
30	16	46	16		16	30		30	47	10	57	31		31	36		36																							
			8	107	115	28		28	16		16	14		14	7		7	7		7	10		10	14		14	18		18	5		5	3		3					
92	467	559	34	192	226	44	77	121	62	157	219	47	269	316	66	259	385	60	341	401	66	402	468	57(5)	323	380	54	225	279	55	13	147	215	58	1	100	203			
			107	373	480	95	206	301	96	421	517	99	431	530	127	470	597	166	788	946	160	677	837	188(3)	721	909	119	696	815	105	80	170	355	150	15	229	394			
321	539	860	310	376	686	349	469	818	368	448	816	315	763	1078	279	638	917	319	824	1143	333	1126	1459	289(80)	989	1278	273	767	1040	209	89	503	801	249	43	697	809			
2313	6433	8746	1587	4690	6277	1539	3285	4824	1380	3696	5076	1516	4114	5630	1516	4538	6054	1665	6123	7788	2016	6040	8956	1771	4700	6471	1498	482	2024	4004	1750	153	2631	4634						

• Einschliesslich Land Oesterreich
Die Zahlen für Oesterreich sind in
() beigefügt.

b) graphische Darstellung der Entwicklung in der J.G. insgesamt



• Die Raum oberhalb dieser Linie gibt die massgebendste Auswirkung der Patentanmeldung an.
• Einschliesslich Land Oesterreich.
• Neue deutsche Gebiete (Preussisch, Grenzgebiete)

Affidavit.

I, the undersigned Elisabeth Reindel, Heidelberg, Bergstr. 76 a, have been warned that I should render myself liable to punishment by delivering up a false affidavit. I declare in lieu of oath that my statements correspond to the truth and were made to be submitted in evidence to Military Tribunal No. 6 at the Palace of Justice at Nuernberg, Germany.

Since 1 March, I am employed as a clerk in the Patent Department of the Badische Anilin- & Soda - Fabrik, formerly I.G. Farbenindustrie A.G., at Ludwigshafen on the Rhine.

The attached "Survey of the Patents Applications of the I.G. Farbenindustrie A.G. in the years 1925-1941", is an exact and correct compilation from the official patent statistics of the I.G. Farbenindustrie A.G. available to for the years 1925 to 1941, the last year for which complete statistics were made.

I, hereby, assure the truth and correctness of the above statements.
Ludwigshafen on the Rhine, 10 December 1947

signed: Elisabeth Reindel

I, Attorney Friedrich Silcher, Nuernberg, certify and attest hereby the above signature of Frau in Elisabeth Reindel, residing at Heidelberg, Bergstrasse 76 a, as executed here before me with her own hand.
Ludwigshafen/Rhine, 10 December 1947

Friedrich Silcher
Defense Counsel at the Military
Tribunal, Nuernberg

Survey of the Patent Applications
of the I.G. Farbenindustrie for the years 1925-1941.

Enclosure

	Germany	Belgium	Canada	England	France	Italy	Japan	Switzerland	Czecho Slovakia	USA	Other Foreign Countries	Total of Foreign Countries	Sum Total
1925	1314	61	31	213	199	103	28	276	128	283	380	1703	3017
1926	1485	75	61	437	262	156	46	498	226	447	800	3096	4581
1927	1851	148	128	895	473	225	101	873	367	714	913	4837	6688
1928	2213	253	267	1191	676	346	167	1058	476	1010	1468	6914	9130
1929	2005	303	309	1299	866	451	287	1035	555	1100	1714	7919	9924
1930	2195	272	278	1197	764	338	188	908	445	885	1158	6433	8628
1931	1448	170	235	720	584	267	117	553	306	730	1007	4690	6138
1932	1383	122	131	527	402	177	136	485	182	507	616	3285	4668
1933	1234	115	147	545	449	238	177	585	231	516	673	3696	4930
1934	1394	147	147	815	497	305	186	688	232	488	609	4114	5508
1935	1386	137	151	881	605	320	216	549	329	616	734	4538	5924
1936	1546	178	195	848	647	341	248	693	340	639	1909	6128	7674
1937	1895	211	264	1020	660	395	277	517	357	756	2583	6040	7935
1938	1804	200	309	826	835	473	290	737	296	734	1669	6429	8233
1939	1576	198	248	309	584	417	297	482	207	672	1287	4701	6377
1940	1408	91	80	44	58	296	134	326	429	373	1831	2506	3914
1941	1648	158	4	-	534	259	149	565	2	206	896	2783	4431

DOCUMENT BOOK I KNIRIEM
DOCUMENT No. 8

Certified true copy of above document.

Nuernberg, 16 January 1948

Horst Polkmann
Attorney at Law.

DOCUMENT BOOK I KNIERIEM

CERTIFICATE OF TRANSLATION

23 January 1948

We, Josef E. Goesser, AGO No. B 397993, Robert Hoffmann, AGO No. 20162, Mary Flack Perry, AGO No. 20136, Adolph Lusthaus, AGO No. B 398010, John B. Robinson, AGO No. X-046350 and Hanns Gleichman, AGO No. A443029, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book I Knieriem.

Joseph E. Goesser
AGO No. B 397993

Robert Hoffmann
AGO No. 20162

Mary Flack Perry
AGO No. 20136

Adolph Lusthaus
AGO No. B 398010

John B. Robinson
AGO No. X 046350

Hanns Gleichman
AGO No. A 443029

Document Book I Knieriem

CERTIFICATE OF TRANSLATION

21 January 1948

We, Joseph E. Goesor; B 397993; Robert Hoffmann; 20162, Hanns Ed: Gleichman, A-443029, Adolph Lusthaus, B 398010, Mary Flack Perry, 20136 and John B. Robinson, X-046350 hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book I Knieriem.

Hanns Ed. Gleichman
A-443029

Mary Flack Perry,
20136

Adolph Lusthaus
B 398010

Robert Hoffmann
20162

John B. Robinson
X-046350

Joseph E. Goesor,
B 397993

"End"

Case 6
Defense

TRANSLATION OF DOC. BOOK 2, von KNIERIEM
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

TRIBUNAL VI

Case VI

DOCUMENT BOOK II

for

Dr. August von KNIERIEM

Doc. No. 9 - 12; pages 69 to 120

submitted by
the defense counsel .

Horst PELCKMANN
attorney-at-law

Stang



TRANSLATION OF DOC. BOOK 2, . . . , KNIERIEM
CONTINUED

Table of Content to Doc. Book II
for Dr. von KNIERIEM, Case VI

Doc. No.	Exh. No.	Content	page
9		Affidavit of Dr. Karl HOLLERMANN, Heidelberg: Methods applied by I.G. for keeping secret patent applications, patents and experiences in general; also cooperation with Vermittlungs- stelle (I.G.'s Military Liaison Office) W; interchange of experiences by agree- ment with foreign partners	69-97
10		Extract from the provisions of the German Penal Code on High Treason (against the country), in the version valid until 1934.	98-99
11		Extracts from a presentation of facts (Denkschrift) compiled by the Prussian Ministry of Justice, entitled "National Socialist Penal Law" of 1933 a) supplementary regulations on high treason (page 29) b) economic high treason (page 75) c) action of penal laws (page 127)	100-105
12		I.G.'s letter to the Reich Minister of Justice, dated 22 November 1933, dictated and signed by Dr. v. Knieriem. A most earnest warning is given lest by overtraining the regulations the communication of technical experiences to foreign countries be rendered impossible. If the proposed regulations were to become law a continuation of business intercourse with foreign countries would henceforth hardly be possible for a world undertaking such as the I.G. The eventual impossibility of complying with the terms of foreign agreements would entail unfathomable dangers.	106-120

TRANSLATION OF LOC. BOOK 2, No. 9, KNIERIEM
CONTINUED

A f f i d a v i t .

I, the undersigned Lr. Karl Holdermann, Heidelberg, No. 64 Schroederstrasse, have been warned that I am liable to punishment for making a false statement. I declare on oath that my statements are the truth and that they were made to be submitted as evidence to the Military Tribunal No. VI, in the Palace of Justice, Nuernberg, Germany.

1.) I was born in 1882 at Karlsruhe, Baden; I studied chemistry at the Technical College in Karlsruhe, in 1910 I graduated for a diploma as doctor of engineering; with distinction, I entered the employment of Badische Anilin- & Soda Fabrik, Ludwigshafen a. Rh., worked in their patent department, became a Prokurist in 1920, Director and head of the patent department in 1929, which I remained until the end of 1946 on my retirement on a pension.

2.) In the following I shall describe the methods applied by I.G. Farbenindustrie, for keeping patent applications, patent and experiences in general secret, further, the cooperation with the Vermittlungsstelle W in Berlin, and the interchange of experiences by agreement with foreign partners, as well as the compulsory licensing of patents. In that respect I take as my basis the experiences of I.G. Farben's Patent Department of the Works at Ludwigshafen (Badische Anilin & Soda-Fabrik) since I am not fully familiar with the experiences of other patent departments of the I.G. Works, except for some more general questions which were discussed in meetings of the Patent Commission. Important details were not discussed at such conferences since no difficulties arose in the intercourse with the Vermittlungsstelle. Some of these matters are being referred to in the following. The experiences of the Ludwigshafen Patent Department also comprise the Louise Plant whose patent matters were handled by Ludwigshafen and where a considerable portion of the patent applications handled by Ludwigshafen, originated

3.) The question of secrecy came up for us first in the shape of a form which was being sent to us by the Patent Office, together with priority certificates for which we had asked preparatory to the filling of foreign patent applications. This was about the end of 1934. The form was revised about the middle of 1935 to provide for more detail. Both forms are enclosed as attachments 1 and 2.

(page 2 of original)

The amended paragraphs 88 and following of the Penal Code, as referred to in the forms, are being cited in enclosure 3, as far as they are relevant.

When these regulations came out all the members of the Patent Department were called together, as they all had to deal with matters possibly concerned with the provisions which were very far-reaching in scope and probably would be subject to very broad interpretation. The regulations were read to them, and each one of them had to signify by his signature that he had taken notice. Members who joined at a later date,

TRANSLATION OF LOC BOOK 2, No. 9, KNIERIEM
CONTINUED

Were asked individually for their pledge.

At about the same time, or a few months later, we learned that a representative of the Army Ordnance Office (Heereswaffenamt) (HWA) came to the exhibit hall of the Patent Office from time to time and that he perused there the new applications; if my recollection is correct that was merely done with a view to checking their suitability for communication abroad by corresponding applications filed abroad. The Patent Office also sent applications to HWA direct when they covered a certain subject, in particular lubricants, Butadone, or plastics, according to information received from Dr. Mueller-Cunradi, dated 27 June 1935, Dr. Brauns-wolfen, of 25 July 1935, and Dr. Ritter, Berlin, of 5 August 1935.

Incidental to a business visit to Berlin, Director Dr. Mueller-Cunradi (who died in 1945) discussed at Reichsluftfahrtministerium (RLM: Reich Air Ministry) the disclosure of new patent applications, to which we were committed by reason of our agreement with Standard Oil Co. At that time he was told that RLM itself is making an examination at the Patent Office of patent applications which had been published to determine their suitability for publication abroad. Memorandum of 27 June 1935 by Director Dr. Mueller-Cunradi informed us that HWA (Army Ordnance Office) and RLM (Reich Air Ministry) are proposing in the future to make use of their authority to declare patents secret (more appropriately: of the demands for converting them into secret patents). That there must be no circumvention of this by finding some way for bringing these applications to the knowledge of people abroad, shortly after they were filed (meant by this was the interchange with foreign contract partners

(page 3 of original)

or the filing of foreign patent applications). In a supplement dated 3 July 1935, our interchange of experiences with Standard Oil Co. was underlined. That because of such interchange the RLM are proposing to undertake a comprehensive and well-timed search of I.G. applications and that I.G., in turn, would be expected to make suggestions as to safeguards. As a result of patent applications likely to be of the kind which was to be kept secret, having to be passed on by the Wehrmacht offices, the 2-month time limit agreed upon with Standard Oil Co. for the communication of new patent applications could no longer be kept in many instances, since a decision by government agencies took a much longer time. We also adopted the practice of filing our applications in England at the end of the union year (Unionsjahr), under the German priority, rather than file them as ordinary applications at the earliest possible date after the German application had been filed.

Since it was not practicable in each case to have someone take a trip to Berlin to expedite matters with OKH (High Command of the Army) we approached someone of our firm who worked there for our firm (if I remember correctly with Professor Krauch), and who could present our wishes personally or by telephone.

A disturbing factor was the fact - as soon transpired - that with the Wehrmacht (Armed Forces) three offices were competent for the examination of patent applications (RLM, OKH, Navy) all of whom had to be consulted and whose replies

TRANSLATION OF DOC. BOOK 2, NO. 9, KNIERIEM
CONTINUED

had to be awaited. The Vorstand of the firm was therefore approached with the request to bring their influence to bear that - similar to the arrangement existing with I.G. where an office has been given competency for negotiations (at that time Dr. Ritter for nitrogen and oil; Dr. v. Bruening for dye stuffs and pharmaceuticals) - in the case of the three-pronged Wehrmacht likewise one single office be made competent (refer to conference report of 13 September 1935, enclosure 4). As an outcome of this Dr. von Knieriem reported in the meeting of the Patent Commission of 23 September 1935 on a discussion with Colonel Thomas, the Chief of the Wehrwirtschaftsamt (Military Economics Office), in the course of which this request was made (enclosure 5). According to subsequent information given by Dr. von Knieriem, dated 18 October 1935, a central office was created in the Reich War Ministry, along the lines requested (enclosure 6). The procedure is covered by the minutes on the meeting dated 4 December 1936 (enclosure 7).

(page 4 of original)

Of each application the subject matter of which was to be kept secret and which we wished to file abroad (after the outbreak of the war only neutral countries came into question and, with the occupation of France, that country again), we thereafter sent to Vermittlungsstelle a specification, together with a report setting forth the facts and explaining why in our opinion it is feasible to make the applications known in foreign countries. Vermittlungsstelle thereupon contacted the three Armed Forces branches and advised us of the result (compare our letter of 4 November 1935, enclosure 8). In order to make sure that nothing be divulged which was not permitted, and therefore be subject to punishment, we also sent the Vermittlungsstelle a list of all of our new applications, with brief title, so that Vermittlungsstelle itself might be able to examine which applications, or which entire fields, might possibly come under the secrecy requirement because it was not possible to obtain detailed directives regarding them. Assurance hydration, properly speaking, - as agreed upon with Vermittlungsstelle - was not considered to come under the secrecy requirement because its economic importance was predominant, but merely special forms of production, for instance, aviation gasoline.

According to the letter of Vermittlungsstelle, dated 4 December 1936, the respective patent applications were forwarded by them to the War Economics Staff which then made it its business to forward them to the 3 branches of the Wehrmacht. As a means of expediting matters Vermittlungsstelle went even further than that and also made contact with the Wehrmacht branches directly. Also, whenever Vermittlungsstelle became aware by experience that the subject of an application need not be considered secret, it desisted from passing it on and it notified the Patent Department accordingly.

The search by the Vermittlungsstelle and by the Wehrmacht offices, respectively, (to which at a later date a fourth agency was added, that of OKW - German High Command) resulted in most of our applications submitted for publication and for the purpose of filing abroad to be released. The search by the Wehrmacht offices was in most cases only a cursory one and the results were not always reliable. The search by the Patent Department was more thorough and the results were more reliable. The search by the Patent Department was more thorough and the results were more reliable.

TRANSLATION OF LOC. BOOK 2, No. 9, KNIERIEM
CONTINUED

being released. The factual arguments advanced by us in each individual case contributed a good deal to this outcome and, if we could possibly find a way of reconciling it in one way or other with the protection of the interests of the country.

(page 5 of original)

we always - because of our commitments for the interchange of experiences - formulated them in such fashion that a release could be expected. Final responsibility fell upon us in any case, even when the application was released. As an example let us say, we claimed that the invention constituted merely an insignificant improvement over well known methods which sooner or later would be brought out in foreign countries anyhow so that refraining from ^{patent} protection would merely result in a harmful effect for us without benefit to the purported opponent. As regards the portion on which it was decided that matters must be kept secret (in terms of figures a small number) the ruling in regard to their major portion merely was that they must not be published, and the portion which in terms of figures was the smallest was assigned to the Reich, whereupon a secret patent was granted.

As a matter of fact, the grant of a secret patent presupposed assignment to the Reich, since, according to Art. 30.5 of the patent law, it could be granted to the Reich only, or to a Reich Traffic (Liaison?) Agency (Reichsverkehrsanstalt).

Art. 30.5 of the patent law dated 5 May 1936 provides:
"Whenever a patent is being solicited by the Reich or an independent Reich Traffic Agency for reasons involving the defense of the country it is being granted upon request and without being published. In such a case patent registration will likewise not be made."

~~In its meaning above mentioned article in the patent law of 1891 covered the same thing as article 23, Paragraph 5 does, except for the words "or of an independent Reich Traffic Agency" which were inserted in 1936. It then reads: Of the Patent Law of 1891 covered the same subject as the above mentioned Paragraph except for the words "or of an independent Reich Traffic Agency" which were inserted in 1936. It then reads:~~

article 23, paragraph 5:
If a patent is involved which is being sought in the name of the Reich government, on behalf of the Army, or the Navy, the patent will be granted on application, without publication. In such an instance patent registration is also omitted."

Whenever secrecy was demanded, we received a communication as per enclosure 9 which shows a communication dated 29 May 1936, picked at random as a sample. (The wording of the address shows at the same time that in patent matters communications were handled by Vermittlungsstelle II of I.G.)

(page 6 of original)

Upon the receipt of such communication we applied for formal transfer of the application to the Reich while the meeting of patent obligations, the payment of fees and the like, was followed up by

TRANSLATION OF DOC.BOOK 2, No. 9, KNIERIEM
CONTINUED

our office since we remained liable for such obligations. In no instances did we withdraw an application merely because it was secret as otherwise we would have lost our rights of priority, and other rights. Maybe that the Wehrmacht would have promised us compensation for such losses which, however,

TRANSLATION OF LOC. BOOK 2, No. 9, KNIERIEM
CONTINUED

would have helped us very little, since the damage could not be possibly be calculated in terms of money, nor could it have been compensated for in terms of money. Altogether 468 patents applications of Ludwigshafen (and of Leuna) - the figures for other I.G. plants are not known to us - were declared to come under the secrecy class during a period (1934 to 1944) in the course of which a total of 6810 patent applications were filed in Ludwigshafen. Of the 468 patent applications 118 were converted into ^{secret} patents. The requirement of secrecy was demanded practically speaking, not until after the outbreak of war, from then on increasing steadily,^x and finally resulted in a situation where the Patent Office was no longer in a position to carry through this search in time for a decision on the publication of the applications. Applications covering objects not of strategic importance, - such as dyestuffs, - were no longer dealt with at all, towards the end.

x) Note: Of the 118 secret patents 20 pertain to the period to the end of 1939; 20 additional ones to the period ending 1941; 78 additional ones were granted by the end of 1944; 70 of them (i.e. 60%) concern the field of coal and oil.

The question of compensation for losses which might have resulted from secrecy requirements - i.e. by reason of the fact that such inventions were patented by foreigners abroad while we were excluded - came never up in a concrete case all the more so as we do not know the patents granted in foreign countries during the war; as already mentioned it would hardly have been possible to estimate these losses, had they arisen and the outcome of the war in the meantime rendered the question of compensation irrelevant.

regards
Nothing has become known to me as/a compensation by the Reich for the utilization of inventions which were kept secret. To the extent that licenses were granted to other firms, for instance on synthetic lubricating oil, the compensation would have been included in the license fee. How matters were handled in other instances -

(pag 7 of original)

when certain chemical substances were produced in plants or were ^{produced} upon requests of the Reich - is something which I do not know. Of most of the secret patents it might be safe to assume that they never found practical application, thus disposing of the question of compensation. In other cases the RLM and other government agencies apparently demanded a pooling of patents or the sharing of licenses; the formulation of such agreements was on several occasions up for discussion, in meetings of the Patent Commission.

Another way open - aside from the transfer to the Reich for the granting of a secret patent - was to suspend the application for an indefinite period of time after its publication had been decided upon, a deviation from art. 30,4 of the patent law (which provides for a maximum period of suspension of 6 months) which was created by art. 6 of V.O. (Verordnung: decree) dated 1 September 1939. The examining offices of the Patent Office also made use of this possibility.

4.) Analogous to Germany secret patents bearing on the defense of the country were subject to regulations in England and France also and, towards the very end

TRANSLATION OF LOC.BOOK 2, No. 9, KNIERIEM
CONTINUED

also in the United States of America (other countries of less importance are not being considered here).

According to Article 30 of the patent law the inventor can ask for a secret patent in England; in its most pertinent aspect the article reads as follows:

"(1) The inventor of any improvement in instruments or munitions of war may (either for or without valuable consideration) assign to the Secretary of State for War or Admiralty on behalf of His Majesty all the benefit of the invention and of any patent obtained or to be obtained for the invention; and the Secretary of State or the Admiralty may be a party to the assignment.

(3) Where any such assignment has been made, the Secretary of State or the Admiralty may at any time before the publication of the complete specification certify to the Comptroller that, in the interest of the public service, the particulars of the invention and of the manner in which it is to be performed should be kept secret.

(D) No copy of any specification or other document or drawing, by this section required to be placed in a sealed packet, shall in any manner whatever be published or open to the inspection of the public, but, save as in this section otherwise directed, the provisions of this Act shall apply in respect of any such invention and patent as aforesaid."

(page 8 of original)

In connection herewith the British Patent Gazette, a weekly publication which since 1922, and at least until the end of 1943, which is the date after which this publication no longer reached me - carried in each issue the following: "Notice to inventors:"

"The attention of applicants for patents is drawn to the desirability of avoiding publication of inventions in cases where the invention relates to Munitions of War as defined in the Official Secrets Acts, 1911 and 1920.

In such cases, after lodging an application at the Patent Office and thus obtaining protection, the inventor is advised to submit the details of his invention confidentially to the departments concerned, i.e. Admiralty, War Office, or Air Ministry, in good time before publication takes place, in order that, if considered necessary by such departments, steps may be taken for the invention and any patent to be granted thereon, to be kept secret, under the provisions of Section 30 of the Patents and Designs Acts, 1907 to 1932, on such terms as may be arranged." (Enclosure 10).

It may be assumed that the inventor who disregarded this warning would be held responsible under other laws.

Not until the law of 30 October 1935 came out (the patent law itself dates from 1844) did it become possible in France

TRANSLATION OF LOC. BOOK 2, No. 9, KNIEBIK
CONTINUED

that inventions which are of importance to national defense could be granted without publication. The state had authority to confiscate them entirely or in part against compensation (Blatt fuer Patent - - etc. wesen - News Bulletin on patent matters and related subjects) 1935, 192). A law of 17 June 1938 decreed that the transfer of such inventions to foreign countries entails punishment (Blatt 1939, 7). There are other similar regulations of 29 November 1939, refer to Blatt 1940, 55.

By reason of the law of 1 July 1940 (Blatt 1940, 189) the President in the United States of America was empowered to suspend the granting of a patent (thus to keep the invention secret) if its publication should be prejudicial to public security. The applicant may grant to the government a permit to use the invention against compensation. Furthermore, there was a proclamation by the President of the United States on 12 September 1940, according to which - provided this in the interest of the defense of the country - the President has authority to forbid an exportation of military equipment and the like, or of supplies (Bestandteilen) for their production, servicing or utilisation; also of drawings, descriptions and other documents containing descriptive or technical information of any kind (remark: therefore also patent applications!)

(page 9 of original)

(warning of \$ 10,000 fine or 2 years imprisonment, or both); initially the following two products were termed to come under that caption: lubricating oil, lead tetra ethyl. Finally, by law of 21 August 1941 the filing of applications in foreign countries in general is altogether forbidden without prior permission (Blatt 1941, 126).

5.) aside from the provision for secret patents there exist in Germany and in other countries provisions according to which governments (and private individuals) may be enabled to exploit patents should this be in the public interest. In Germany art. 8 and 15, of the patent law of 1936 are relevant to this. art. 8, sentences 1 to 3: "the patent will not become effective ^{insofar as} ~~insofar as~~ according to a decision by the Reich Government, the invention is to be utilized for the furtherance of the welfare of the nation. It further does not apply to the exploitation of an invention which for the purposes of the defense of the country, was made ^{upon} the request or by order of the Reich Minister, or by the competent government agencies under his jurisdiction. In such a case, however, the inventor is entitled to due compensation by the Reich and it shall be established in a court of law ^{in the} ~~in the~~ absence of mutual agreement."

art. 15: (1) If the owner of a patent refuses to permit the use of the invention to another person who offers to pay adequate compensation and security therefore the authorization for the use of the invention can be granted to him (compulsory license) if the Reich government pronounces that permission is required to safeguard national interests and provided that at least three years have elapsed since the grant of the patent was published. The authority may be restricted and may be made conditional on terms.

TRANSLATION OF DOCUMENT -BOOK 2 No.9 KNIBRIEM
CONTINUED

(2) The patent is to be withdrawn, provided there are no State treaties opposing it, if the invention is exclusively or in the main being exploited outside the German Reich. The patent may not be withdrawn until two years have elapsed since the legally valid issue of a compulsory license and the withdrawal may only be requested if the Reich Government declares that the interests of the national community (Volksgemeinschaft) can no longer be adequately served by issuing compulsory licenses; however, these restrictions do not apply to the nationals of a foreign state which does not provide for reciprocity in this respect. The conveyance

(page 10 of original)

of the patent rights to another person is legally invalid whenever the purpose of such action is merely to evade the withdrawal of the patent."

Both provisions had already been contained in substantially the same terms in the Patent Law of 1891, quote:

Article 5, paragraph 2: "Further, the patent is not valid wherever the invention, pursuant to a decision of the Reich Chancellor, is to be used for the Army or the Navy or otherwise in the interest of the public welfare. In such a case, however, the holder of the patent has a claim against the Reich or against the State which has applied for the limitation of the patent rights in its own special interest. Such compensation is to be determined by legal methods in the absence of any understanding thereon."

Article 11: "The patent may be withdrawn after the expiration of three years beginning on the day that notice was given regarding the granting of the patent (Article 27, paragraph 1), provided that:

1. the holder of the patent neglects to take reasonable steps to exploit the invention at home, or at least to do everything necessary to safeguard its exploitation;

2. it would seem advisable in the public interest to grant the permission to use the invention to other persons but the holder of the patent refuses to grant such permission in return for a reasonable compensation and adequate guarantee."

Compulsory license and compulsory exploitation as provided in the patent laws of all other countries are not known in the USA. On occasion attempts have also been made in the USA to have the compulsory exploitation incorporated into the law. Members of the Congress submitted drafts of laws for this purpose, which, as far as I remember, were referred to as the "Mann" Bill and the "Paige" Bill respectively, but which were not adopted.

6.) The regulations on the maintenance of secrecy in Germany, together with the provisions for increased severity in the Criminal Code (Article 88 and following) naturally confront us with the questions of to what extent the obligations which are set forth in agreements regarding the obligations to communicate inventions could be adhered to. Such obligations were contained in many agreements, often in connection with an exchange of inventions by the other party.

TRANSLATION OF DOC.-BOOK 2 No. 9 KNIBRIEM
CONTINUED

With regard to the interchange of experience by agreement with firms of foreign countries, the only statements that I can make on the basis of my own information are such as affect patents or are connected with patents. Purely technical informations - especially in the field of oil hydrogenation -

(page 11 of original)

frequently did not go through the Patent Department, but directly from the works department concerned to the foreign partners in agreement.

With regard to patent rights connected with the interchange of experience, there were agreements, for example, with the Standard Oil Co. or the organization for joint interests which served as an intermediary, the Standard-I.G. Co., with the International Hydrogenation Patents Co. in the Hague, which was competent for countries outside of the Americas, in the field of coal and oil hydrogenation; with Kochm & Haas Co. in Philadelphia, Pa., in the field of synthetic tannins and certain synthetic materials; with the English Pollopas Patents Limited in London and the American Uryte Corporation, Montclair, N.J., later the Plaskon Co., Toledo, Ohio, in the field of urea plastics; also, with another intermediary company of the Standard Oil Co., the Jasco Co. in New York, N.Y., in the field of paraffin oxidation, acetaldehydes for acetic acid and butadiene (Buna) and poly-isobutylene (coplanols). The agreement with the Standard Oil Co. provided for an exchange of new patent applications at a very early date; in the field of oil, for example, as early as after two or three months, or long before the particular patent had been granted or any other notice had been given, in fact even before notification had been received from the Patent Office. This interchange was adhered to with painstaking accuracy and practiced until shortly before the outbreak of the war with the USA. A special patent engineer (Dr. Max Wetzel) was charged with the checking and selection of the patent applications; a special secretary (Fraulein Olga Hoenle) gave her time exclusively to this interchange; and the bulk of the time of a high office official (Herr Wilhelm Scherer) was required for the same matter, including the registration and the forwarding for further action of the patent applications of the foreign partners to the agreements and their licenses which were received from the USA and the Hague in reciprocity. The patent applications of the entire I.G. were reviewed every week for the purpose of finding whether they applied to the territory of the agreement in whole or in part or even merely had any contact with it, and the applications selected in this manner were sent in a number of copies to New York and to the Hague. We in turn very frequently received from there copies or photocopies of patent applications which had been filed by the Standard Oil Co. in the purview of the agreement. When we wished to file corresponding applications in

(page 12 of originals)

Germany, which was frequently the case (about 249 applications), the Standard Oil Co. would send us all the necessary documents upon request, and we on our part would process here the applications which the Standard Oil Co. wished to file in the USA on the basis of our inventions, and we would send them in finished form to New York. This was a simpler method because of the required signatures of the inventors, the attestations by the Consul, etc. As already mentioned, this procedure of interchange was practiced until late in the year 1941.

TRANSLATION OF DOC.-BOOK 2 No.9 KILBRIEM
CONTINUED

Because of the necessary reviewing in Berlin of the question of maintaining secrecy, which we were compelled to have done by reason of the increased severity of the penal provisions (Article 88 and following of the Criminal Code), in some cases the exchange was delayed beyond the agreed period of two to three months. The number of applications entirely prohibited for interchange by the secrecy provision was very small throughout.

I happen to know that provisions were made for the interchange by having experts, who had been sent by the Standard Oil Co., the International Hydrogenation Patents Co. (IHP) and the ICI, on constant service in the operations section of the "High Pressure Experiments" Department, where the new inventions in the field of coal and oil hydrogenation were being developed. There they observed all the operations and discussed them with the I.G. people. Of the names of the foreign representatives I still recall those of Mr. Ashury and Mr. Feck of the Standard Oil Co., and Mr. Huebner of the IHP. I also made the personal acquaintance of these gentlemen on the occasion of conferences. I do not know exactly how long these, and perhaps other persons (they were relieved by others from time to time), were in Ludwigshafen. Each of them may have been there several years.

From 1934 on, because of the increased severity of the provisions of the penal law on treason (see appendix 3), we had to submit to and await the results of checking by the military authorities (represented by the Vermittlungsstelle W); however, as already mentioned, we always strove so to influence the decision by means of a suitable representation of the subject, — consistent with the dictates of our conscience, that we were allowed to disclose the information to our partners in the agreement and to make the application in the foreign country, a result moreover, which we practically always were able to achieve. In this action we were motivated by the endeavor to faithfully meet our obligations under the agreement, partly because

(page 13 of original)

this was our business tradition in any case, and partly because we did not want to jeopardize the continued existence of the agreement or because we wanted to avoid claims for damages which could have been made because of the incomplete interchange of experience.

I would also like to state that at the end of 1938 we had made an agreement with the British Industrial Plastics Ltd., Oldbury, England, with regard to our experiences with Kaurit glue; the process of production was demonstrated in complete detail in Ludwigshafen, although this product, as far as I am informed, had great importance for airplane propellers. The Vermittlungsstelle to which we submitted our inquiry and which thereupon made further inquiries to its own satisfaction, informed us that no objection would be raised against the agreement. Until shortly before the outbreak of the war royalties were regularly paid to us. Moreover, in the first months of 1939 we demonstrated our process of producing styrol and polystyrol to a seven-member commission of the United States Firm of Du Pont, in Wilmington, Del., after an agreement had been entered ^{into} regarding this process at the end of 1938. The commission received, down to the last details, instructions, information, and the like, beginning with the production of

TRANSLATION OF DCC.-BOOK 2 No.9 KWIETEM
CONTINUED

Aethylene, then Aethyl benzole, its conversion into styrol and the polymerisation of the latter. Also, at the beginning of 1939, at about the same time, detailed information was imparted to a commission of the Standard Oil Co. on the production of Bitadene from Butan or Butylene, by the chlorine process, under the Jasco agreement and the arrangement for the interchange of experience on the Buna process based on that agreement. I am certain that all our foreign partners to the agreements had the greatest confidence in us with regard to our loyalty in keeping the agreements, as we on our part, moreover, were always on the best of terms with our foreign partners.

7) In conclusion, some additional statements on the subject of patents in general:

The number of the I.G. patents granted in all countries combined was 38,455 at the end of 1941 (the year of the last statistics). Of those there were in:

Germany (without the attached territories)	USA	England	France
5564	6827	3753	3637.

In the case of England and France the above figures include those existing patents which were valid when the war began, but for which the annual royalties could no longer be paid because of the war.

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The strikingly large number of the USA patents is explained as follows: In all other countries outside the USA fees must be paid which increase annually; consequently, patents which turn out to be unimportant are dropped. In the USA, on the other hand, only an initial fee must be paid. Therefore, even patents in the USA which are recognized as worthless are allowed to continue in effect, simply because they entail no expense.

The patent laws of many countries contain special provisions for chemical products, in so far as no rights are granted for the new products themselves (it is different for machines). In those countries only a specific process of production and the product resulting from this specific process are protected, so that the particular product may be produced by some other process; this is true, for example, in the case of Germany, England, Holland, and Switzerland. Other countries, such as the USA, have the stricter form of patent protection of the material itself as well.

8.) I hereby vouch for the accuracy and truth of the above statements and the accurate reproduction of the material in the ten appendices.

Ludwigshafen on the Rhine, 10 December 1947

Dr. Karl Holdermann

TRANSLATION OF DOCU.-BOOK 2 No.9 KNIEREM
CONTINUED

I, Friedrich Silcher, Attorney at Law, Nurnberg, hereby certify and attest the above signature of Dr. Karl Holdermann, residing in Heidelberg, Schroederstrasse 64, as having been made here in my presence.

Ludwigshafen on the Rhine, 10 December 1947

Friedrich Silcher
Attorney at Law
Defense Counsel, Military Tribunal
Nurnberg

TRANSLATION OF DOC.-BOOK 2 No.9 KIERIEM
CONTINUED

Appendix 1

C o p y .

"The drawing up of this certification does not affect the obligations contained in the provisions of the Criminal Code against high treason (Article 88 and following of the Law as revised on 24 April 1934 - Reich Gazette, Part I No. 47, page 341)."

X. 1934.1000

I, Friedrich Silcher, Attorney at Law, Nuernberg, certify that the above copy is a verbatim and accurate reproduction of the original document which was presented to me.

Ludwigshafen on the Rhine, 9 December 1947.

Friedrich Silcher
Attorney at Law
Defense Counsel, Military Tribunal
Nuernberg

Signed as Appendix 1 to my affidavit of 10 December 1947.

Dr. Karl Holdermann

TRANSLATION OF DOC.-BOOK 2 No. 9 KNIERIEM
CONTINUED

Appendix 2

C o p y .

The issue by the Reich Patent Office of the certificate of priority applied for, is in no way to be considered as an official declaration to the effect that the authorities of the German Reich necessarily approve the application abroad for the same patent. On the contrary, in every case, the applicant himself must take the responsibility of deciding whether there is any objection to lodging the application in a foreign country according to the provisions of the Criminal Code against high treason (Article 88 and following in the Law as amended on 24 April 1934 - Reich Gazette I No. 47, page 341).

In cases of doubt it is recommended that, allowing for a reasonable period for investigation (about two months), inquiries be instituted, quoting the file reference of the Patent Office and the necessary details, at the competent Ministries as to whether the interests of the Reich, especially national defense, would be prejudiced as a result of the disclosure and application abroad.

For the purposes ^{of} national defense the following offices are concerned with inventions:

for the Army:

Reich Ministry of War
Army Ordnance Office, Branch 3 of Development and
Testing Group
Berlin W 35, Tirpitzufer 72-76;

for the Navy:

Reich Ministry of War
Navy Headquarters, Berlin W 35
Tirpitzufer 72-76;

for Aviation:

Reich Air Ministry
Berlin W 8, Behrenstrasse 66.

Routing slip
VI. 35.8000

I, Friedrich Silcher, Nuernberg, certify that the above copy is a verbatim and accurate reproduction of the original document which was presented to me.

Ludwigshafen on the Rhine, 9 December 1947

Friedrich Silcher
Attorney at Law and Defense Counsel
Military Tribunal
Nuernberg

Signed as Appendix 2 to my affidavit of 10 December 1947.

Ludwigshafen on the Rhine, 10 December 1947

Dr. Karl Holdermann

TRANSLATION OF DOC.-BOOK²/No.9 KNIERIEM
CONTINUED

Enclosure 3.

Copy of Extracts.

Extracts of Articles 88 and foll of the Reich Criminal Code Paragr.
Treason as formulated in the law of 24 April 1934.

Article 88.

Top secrets in the meaning of the provisions of this section are written documents, drawings, other objects, facts or news of the same, the keeping secret of which from a foreign government is necessary for the safety of the Reich, especially in the interest of national defense.

Treason in the meaning of the provisions of this section consists in deliberately endangering the safety of the Reich by giving away a top secret, especially to a foreign government or to someone working for a foreign government, or by making it known publicly.

Article 89.

Whoever tries to divulge a top secret will be punished by death.

Article 90

Whoever tries to obtain a top secret for purposes of divulging the same will be punished by death or life imprisonment.

Article 90 c.

Whoever contacts a foreign government or a person in the employ of a foreign government or keeps up relations with the same for purposes of transmitting top secrets or objects, facts or news as specified in Article 90 a, section 2, 4 will be punished by imprisonment.

Article 90 d.

Whoever attempts to transmit a top secret to someone else and thereby negligently endangers the safety of the Reich will be punished with imprisonment.

Similarly will be punished whoever tries to obtain a top secret and thereby negligently endangers the safety of the Reich.

Article 90 e.

by negligence
Whoever permits someone else to obtain a top secret to which he had access by virtue of his office or his official position or mission and thereby endangers the safety of the Reich will be punished with imprisonment up to three years.

TRANSLATION OF DOC.-BOOK 2 No.9 KNIERIEM
CONTINUED

(Enclosure 3, cont'd)

Article 92.

Whoever agrees with another person to commit the crime of treason in the meaning of Article 89 to 90a, 90 f to 91b will be punished with penal servitude.

Similarly will be punished whoever incites to the crimes described in section 1 offers himself for the same or allows himself to be incited or accepts such an offer. If the perpetrator states the incitement, the offer or the acceptance in writing, then the deed is considered accomplished with the sending of the statement.

According to the provisions of sections 1 and 2 will not be punished whoever voluntarily renounces his activity, and in case of the participation of several people prevents the crime.

Article 92 b.

Whoever transgresses a decree or a prohibition issued by the Reich government to safeguard national defense will be fined.

If the transgression takes place during a war against the Reich or threat of war the punishment will be imprisonment.

Article 92 d.

Whoever intentionally makes known official investigations of, or proceedings in connection with, a crime or transgression as specified in this section without permission of the competent authorities will be punished with imprisonment.

I, Friedrich Silcher, attorney at law, Nuernberg, hereby certify that the above copy exactly conforms to the original document submitted to me.

Ludwigshafen / Rhine, 9 December 1947

Friedrich Silcher
Attorney-at-law and Defense Counsel
at the Military Tribunal, Nuernberg

Signed as enclosure 3 to my affidavit given on 10 December 1947.

Ludwigshafen/ Rhine, 10 December 1947

Dr. Karl Holdermann

TRANSLATION OF DOC.-BOOK 2 No. 9 KNIERIEM
CONTINUED

Enclosure No. 4

C O P Y.

Draft.

13 September 1935 Br/F.

R e p o r t

on the Conference of 9 September 1935
at which the following were present:

Sealed copies
to the
participants
on 13 Sept. 1935

Justizrat Wagner
Assessor Duden
Dr. C. Mueller
Dr. Mueller-Cunradi
Dr. Klussmann
Dr. Hubbuch
Dr. Braun

Re: Keeping secret of inventions and applications.

Dr. Mueller-Cunradi suggested this meeting in order to settle the following question left open in his discussion with the Reich Air Ministry on 21 June 1935:

"In addition the I.G. for the special consideration of this state of affairs, will suggest the necessary safety measures to the Reich Air Ministry!"

We know that the authorities in the meantime on their own examine the German patent applications concerning matters to be kept secret in such a way that the Reich Patent Office sends the Army Ordnance Office all applications which might be of importance to national defense after release of the publishing decree - that is, after the examination but before the actually making public for decision regarding the secrecy. (Report of the Patent Department Wolfen-Farben of 25 July 1935).

Dr. Mueller-Cunradi, on the basis of his repeated talks with the Army Ordnance Office, and in particular with its chemical expert Dr. Hagemann claims that it is especially important for the I.G. to make dispositions of its own and to inform the Army Ordnance Office and the competent offices of the Naval Command and the Reich Air Ministry about the same so that these offices can see that the I.G. itself is doing everything it can to guarantee secrecy. If

(page 2 of original)

(Enclosure 4, cont'd)

these offices were not able to come to the firm conviction that secrecy laws being rigidly guarded at the I.G., then the danger might arise that the Army Ordnance Office might become too anxious and advance the time of its supervision and undertake the same, for instance, right after filing of the application, and without taking into consideration economic view points, declare everything which might be considered to be kept secret.

TRANSLATION OF DOCUMENT BOOK 2 No.9 KNIERIEM
CONTINUED

(page 2 of original cont'd)

Here in Ludwigshafen the individual departments were already requested in November 1934 to find out whether, when inventions were transmitted to the Patent Department, those were of value to national defense, and if so to immediately call the attention of the Patent Department to this fact. In those cases, or when the Patent Department itself recognizes the importance of an invention for national defense, the applications are specially sealed, are treated especially confidentially, not exchanged within the I.G. in the usual manner, and over a special office of the I.G. (Dr. Ritter, Berlin) made known to the Army Ordnance Office (the other offices have not, until now, shown any visible signs of activity) in order that it may decide on the question of secrecy. The Army Ordnance Office will use the same channels if it wants to inform us of any thing.

Now it is considered necessary that a certain person in the Patent Department be entrusted with the task of looking over all new applications for the purpose of determining whether there may be something which should be kept secret in the interest of national defense. And since this frequently requires a certain amount of industrial knowledge he must be assisted by members of the plant; it would seem expedient, for the various subjects - perhaps, to start out with, for the subjects "Oils and Hydrogen" and "Plastics" to designate people who, at certain intervals of time, examine the applications in this respect. Since, in connection with applications stamped "secret" the usual exchange between the I.G. works does not take place, it is possible that two I.G. sections might make the same invention and, without

(page 3 of original)

knowing about each other, take the further steps. The case has even arisen where an invention which was held secret by Lu was filed as a chemical to combat parasites. A comparison must therefore also be made with the applications exchanged monthly with the other plants.

A similar organization should be set up at the other patent departments. If the applications to be held secret should become very numerous co-operations between the different plants should be envisaged. This could very well be discussed at the next Patent Commission meeting.

It seems somewhat inconvenient that on the part of the Wehrmacht three offices are concerned with the processing, even though so far only the Army Ordnance Office has shown any visible activity in this field. It would seem expedient for the Vorstand of the firm to make/direct agreement with the Supreme Commander of the Wehrmacht that, just as on the part of the I.G. one office is competent (Herr Dr. Ritter) for the negotiations, on the part of the Wehrmacht also only one office should be declared competent.

TRANSLATION OF DOCUMENT-BOOK 2 No.9 KNIERIEM
CONTINUED

instead of the present division in three parts. It would also be desirable if we could be given a list of the fields, that are considered important for national defense.

signed: Braun

I, Friedrich Silcher, attorney-at-law, Nuernberg, hereby certify that the above copy conforms to the original document submitted to me.

Ludwigshafen / Rhine 9 December 1947

Friedrich Silcher
Attorney-at-Law and Defendant's
Counsel at the Military Tribunal
Nuernberg

Signed as enclosure 4 to my affidavit given on 10 December 1947.

Ludwigshafen / Rhine, 10 December 1947.

Dr. Karl Holdermann

TRANSLATION OF DOC.-BOOK 2 No.9 KNIERIEM
CONTINUED

Enclosure No.5

Copy of excerpts.

Dr.Sp./Sch.

R e p o r t

concerning the 32nd conference of the Patent Commission on Monday
23 September 1935 10 a.m. at the Frankfurt Administration Building,
Gruenoburgplatz.
.....

Before starting with the agenda von Knieriem reported his
discussion with Colonel Thomas, the chief of the Military Eco-
nomy Office (Wehrwirtschaftsamt) with whom matters were dis-
cussed which it would seem advisable to keep secret in the
interest of the country's defenses. Things being as they are it
would seem necessary to have such decisions made centrally by
an office to be established by the Reich War Ministry. This
office should be able to decide regarding the interests of the
Army Ordnance Office, and the Navy Command, as well as of the
Air Ministry. The discussions with Colonel Thomas will be con-
tinued.

The question when such things should best be discussed was
answered by those present as follows: when filing patent appli-
cations one first of all has to wait for the examining procedure;
notification, however, should be given at the latest, when a
decision regarding publication has been made. Where so far the
Patent Office has a military expert to deal with these questions,
this process would appear to be unnecessary.
.....

I, Friedrich Silcher, attorney at law, Nuremberg, herewith
confirm that the above is a verbatim and true copy of the ori-
ginal document presented to me.

Ludwigshafen on Rhine, 9 December 1947

Friedrich Silcher
Attorney at law and defense
counsel at the Military Tribunal in Nuremberg.

Signed as enclosure No.5 of my affidavit of 10 December 1947.

Ludwigshafen on Rhine, 10 December 1947.

Dr. Karl Holdermann

TRANSLATION OF DOC.-BOOK 2 No.9 KNIERIEM
CONTINUED

Enclosure No. 6

C o p y

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Dr. von Knieriem

Ludwigshafen on Rhine,
18 October 1935
vK/O.

To the
Members of the Legal Committee and the Patent Commission

Subject: Treatment of patent and contract problems with a view
to the country's defenses.

With reference to the statements made at the last conferences of the Legal Committee and of the Patent Commission I should like to report the following as arranged:

There are many instances of contacts with various competent Army offices or Reich authorities becoming necessary concerning the preservation of secrecy in patent problems, the filing of foreign applications, or the effects of agreements about to be concluded or existing with a view to national defense. Lately, for instance, in problems pertaining to patents a decision regarding further procedure had to be obtained, separately from the Reich War Ministry and the Navy Command as well as from the Reich Air Ministry.

Following a suggestion of ours a central office has now been created in the Reich War Ministry (Colonel Thomas, chief of the Military Economy Office, Berlin, Bendorferstrasse 27). This Central Office will be responsible on behalf of all army agencies for the assessment of patent and contract problems so that from now on negotiations need only be made with this one office.

In order to pay due regard to the total military economical developments within the I.G. the 'Vermittlungsstelle W.', Berlin NW 7, Unter den Linden 78 has been established. This office will take over all negotiations with Army Offices and other Reich authorities regarding all problems pertaining to military economics, military policy, and military technology. It will be expedient to make use of the Vermittlungsstelle also for patent and contract problems in so far as the interests of national defense are involved (1263-31-344 (page 2 of original))

This would apply to the following cases:

1.) Patent problems in which you require enlightenment as regards the preservation of secrecy or the filing of foreign applications or acquisition by Reich authorities. The Vermittlungsstelle should preferably be consulted when the application is submitted to the Reich Patent Office, and in any case before applications

TRANSLATION OF DOC.-BOOK 2 No. 9 KNIEREM
CONTINUED

are filed abroad or before publication is made in Germany. We also recommend that the Vermittlungsstelle be sent current lists of all new applications in which the contents are briefly outlined. This would enable the Vermittlungsstelle to point out to the patent department concerned problems which they consider important from their point of view.

- 2.) Conclusion of new contracts and any resultant exchange of experiences with foreign countries.
- 3.) Execution of existing contracts and an exchange of experiences already with foreign countries resulting therefrom. With regard to existing contracts the execution of which requires, for instance, a continuous exchange of experience with foreign countries or the submission of documents and drawings, or the dispatch of chemists or engineers to foreign countries, problems may arise which require clarification by the Reich authorities.

With German greetings
(Mit deutschem Gruss)
v. KNIEREM

Copies to:
Herr Geheimrat (Privy Councillor) Schmitz
3 Section chiefs
Zofi,
Vermittlungsstelle,
Patent Department Mainz, Kalle, Urdingen,
Legal Departments Berlin SO 36 (Agfa) and Unter den Linden 78.

(page 3 of original)
(Enclosure 6 cont'd)

I, Friedrich Silcher, attorney, Nuremberg, herewith confirm that the above is an exact copy of the original document submitted to me.

Ludwigshafen on Rhine, 9 December 1947

Friedrich Silcher,
Attorney-at-Law, Defense
Counsel at the Military Tribunal
Nuremberg.

Signed as enclosure No.6 of my affidavit of 10 December 1947.

Ludwigshafen on Rhine, 10 December 1947

Dr. Karl Holdermann.

TRANSLATION OF DOC.-BOOK 2 No.9 KNIERISM
CONTINUED

Enclosure 7

Copy.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
Vermittlungsstelle W

1

4 December 1936
Dr. G./Pf. 7x

Report of a conference on 2 Dec. 1936 at the Vermittlungsstelle.

Re: Secrecy concerning the application for patents of military
economic importance.

Present: Dir. Dr. Holdermann, Patent Department Ludwigshafen
Dr. Rodies " " Leverkusen
Dr. Weber " " Wolfen-Feibon

Dr. v. Bruening Vermittlungsstelle W
Dr. Dickmann "
Dr. Gorr

Dr. von Bruening gave an introductory report on the present form taken by communications between the Vermittlungsstelle W and the competent Military Offices. Generally the applications in question are forwarded to the Military Economy Staff (Wirtschaftsstab) by the Vermittlungsstelle, and they in turn forward them to the three branches of the Army. Besides the Vermittlungsstelle has direct contact with the three Army branches or the Army Offices in order thus accelerating the examining procedure. The grave responsibility which the legal regulations impose on the inventors of inventions of military economic importance which is hardly reduced by the fact that the Reich War Ministry itself carries out the examinations of the applications submitted to the Reich Patent Office, would seem to render it expedient if each patent department appointed one definite person to deal with all matters of Military Economy. Dr. Holdermann and Dr. Rodies pointed out that their patent departments had already adopted such measures on their own initiative. In Ludwigshafen Dr. Hubbuch, in Leverkusen Dr. Knauf had been entrusted with this task. Dr. Rodies intimated that Dr. Knauf would call at the Vermittlungsstelle some time.

Dr. Holdermann and Dr. Rodies were each handed a form B (representation of secrecy) and excerpts from the law pertaining to high treason.

(Enclosure 7 cont'd)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
Vermittlungsstelle W

2

4 December 1936

The following arrangements were made:

- 1.) The Vermittlungsstelle W will submit to the patent departments a draft prepared by Dr. Dickmann concerning directives for the preservation of secrecy concerning processes, patents and experiences of the chemical industry. The gentlemen attending the conference

TRANSLATION OF DOC.-BOOK 2 No. 9 ENIERIEM
CONTINUED

conference agreed that there could only be directives and that clearly defined instructions could not be given.

- 2.) In order to make uniform the transfer contracts to be concluded between the Reich Air Ministry and the I.G., the Vermittlungsstelle will furnish the patent departments (if they have not done so already) with a draft contract proposed by the Reich Air Ministry at once for consideration.
- 3.) The Patent Departments will furnish the Vermittlungsstelle with monthly lists of new applications filed. The Patent Departments will classify the applications in three groups in such a way that applications marked 0 will be of no military economic interest, applications marked 1 will be doubtful in this respect, while applications marked 2 will be of military economic importance and are therefore to be submitted to the Reich War Ministry for their opinion. The Vermittlungsstelle should submit applications marked 2 to the Reich War Ministry at the same time as they send such applications to the Patent Office. In order to inform the Vermittlungsstelle of the classification of applications marked 2 and 1, the Patent Departments will attach their opinions regarding the private and military economic importance of any given applications.
- 4.) The Vermittlungsstelle will try to accelerate the decision of the Reich War Ministry or of the Army Branches concerning the secrecy requirements as much as possible, in order to preserve for I.G. the possibility of utilizing the one-year priority for applications in foreign countries.

signed: Gorr

(page 3 of original)

(Enclosure 7 cont'd)

I, Friedrich Silcher, Attorney-at-Law, Nuernberg, hereby confirm that the above is a verbatim and true copy of the original document submitted to me.

Ludwigshafen on Rhine, 9 December 1947

Friedrich Silcher
Attorney-at-Law and Defense Counsel
at the Military Tribunal, Nuernberg.

Signed as enclosure No.7 of my affidavit of 10 December 1947.

Ludwigshafen on Rhine, 10 December 1947.

Dr. Karl Holdermann.

TRANSLATION OF DOCUMENT BOOK 2 KNIERIEM
CONTINUED

(page 93 of original)

Enclosure 8.

Excerpt copy.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN/RHEIN

Patent Department

To the president (Vorsitzenden) and members of the Patent Commission:

Herrn Direktor Dr. v. Kniერიem,	Ludwigshafen/Rhine,
" Direktor Dr. Huebner,	Hoechst,
" Dr. Mediger,	Wolffen/Film
" Dr. Reclies,	Leverkusen,
" Dr. C.H. Weber,	Wolffen/Farben (dyes).

H/F.

4 November 1935

Subject: Secrecy of patent applications.

With reference to the letter from Wolffen of 29 inst. we wish to remark first of all that, as has been stated in the course of the conference of the Patent Commission, patent applications, to be kept secret, are not to be submitted to the Army Ordnance Office, but to the Army Economy Office. This, however, should not be done by the I.G. works directly either but over the liaison office (Unter den Linden 78, which has been set up by the I.G. in Berlin. If necessary this office will discuss the matter with the gentleman concerned from the Army Economy Office and, by dealing regularly with matters concerning this sphere, gain experience as to which subjects should be kept secret. In this connection we refer to the circular of 18 October of this year of Dr. Dr. v. Kniერიem, which was also sent to Wolffen (patent department dyes factory).

.....
I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
signed: Holdermann ppa. Braun

C o p y .

2506-4744-100K-385

I, Friedrich Silcher, attorney-at-law, Nuernberg, certify that above is a true ^{copy} of the original document shown to me.

Ludwigshafen/Rhine, 9 December 1947.

Friedrich Silcher
Attorney at Law and
Defense Counsel at the Military
Tribunal Nuernberg.

Signed as enclosure 8 to my affidavit of 10 December 1947.
Ludwigshafen/Rhine, 10 December 1947.

Dr. Karl Holdermann.

TRANSLATION OF LOC. BOOK 2 - KNIRIEM
CONTINUED

(page 94 of original)

Enclosure 9.

Copy.

Army High Command

Berlin .. 35, 29 May 1936
TIRPITZUFER 72-76

Business reference, file ref. 68-b-2210 g wa Frw 3 (III)
Bb. Nr. 1970/36 g.

REGISTERED

To the

I.G. Farbenindustrie Aktiengesellschaft
Liaison Office .., Attention of Dr. v. Bruening,

B e r l i n N o . 7
Unter den Linden 78

reference: Your letter of ./.

Subject: Patent application: J. 74 818 I.G. Farbenindustrie,
Aktiengesellschaft.

Your above patent registration contains statements which, for reasons of national security are to be kept secret. Secrecy can only be ensured if the application is either withdrawn or if it is transferred to the Reich before being exhibited, since according to Art. 23 par. 5 of the patent law applications for secret patents can only be submitted in the name of the Reich administration. In the latter case the Reich would act as trustee whereas it would be understood that the facts the rights and obligations would still be vested in your firm.

If you wish to make use of this possibility, you are requested to apply first of all to the Reich patent office for a deferment of publication and after receipt of the decision regarding the publication to submit this immediately together with the documents ready for exhibition and a declaration of transfer, certified by a public notary, to the Army Ordnance Office Inspectorate, department 3, according to the enclosed sample draft. We thank you for the forwarding of the sample.

Heil Hitler.
By Order:
signature illegible.

- 1 sample draft -

TRANSLATION OF DOC. BOOK 2, KNIERIEM
CONTINUED

(page 95 of original)

Sample draft.

To the
Reich Patent Office
Berlin S. 61
Gitschiner Str. 97 / 103

Subject: Patent application

As holder(s) of above patent registration I-we- request that this patent application be transferred to the Reich, represented by the Reich War Ministry, Army Ordnance Office Inspectorate.

Acceptance declaration from the Reich War Ministry is attached. Notification of the transfer, when completed, is requested.

(Signature):
(signed before a notary public.)

- 1 Enclosure -

(Proof must be given of the authorization to sign on behalf of the firm, by furnishing simultaneously an attestation of the commercial register-general).

I, Friedrich Silcher, attorney-at-law, certify that above is a true copy of the original document presented to me.

Ludwigshafen/Rhine, 9 December 1947.

Friedrich Silcher
Attorney-at-Law
and Defense Counsel at the Military
Tribunal Nuernberg

Signed as enclosure 9 to my affidavit of 10 December 1947.

Ludwigshafen/Rhine, 10 December 1947.

Lr. Karl Holdermann

(Seite 96 des Originals)

Anlage 10
Auszugsweise Abschrift.

THE OFFICIAL JOURNAL (Patents).

Nr. 2346, Mittwoch, den 3. Januar 1934, Preis 1s.

.....
.....

Diese Zeitschrift wird vom Patentamt, 25, Southampton Buildings,
Chancery Lane, W.C. 2, (Telephon: Holborn 8721) herausgegeben.

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keit seiner Veroeffentlichungen, noch uebernimmt es Verantwortung
jeglicher Art fuer Fehler oder Auslassungen oder deren Folgen.

.....
.....

Oeffentliche Bekanntmachungen - Fortsetzung
Mitteilung an Erfinder.

Patentanwaerter werden darauf hingewiesen, dass es erwuenscht ist,
in Faellen, in denen die Erfindungen sich auf Kriegsmunition, wie in
den Official Secret Acts, 1911 und 1920, (Staatsgeheimhaltungsgesetz)
dargelegt, bezieht, Veroeffentlichungen zu vermeiden.

In solchen Faellen, nachdem ein Antrag beim Patentamt gestellt und so-
mit geschuetzt wird, wird der Erfinder angewiesen, die Einzelheiten
seiner Erfindung vertraulich den zustaeendigen Abteilungen, d.h. der
Admiralitaet, dem Kriegs- oder Luftfahrtministerium, rechtzeitig vor
Veroeffentlichung zu unterbreiten, sodass, falls diese Abteilungen es
fuer notwendig halten, Schritte unternommen werden koennen, damit die
Erfindung und irgendwelche Patente, die darauf genehmigt worden,
gemaess den Bestimmungen des Abschnitts 30 der Patents and Designs
Acts, 1907 - 1932 (Gesetze fuer Patente und Entwaerfe), zu festzu-
setzenden Bedingungen, geheim gehalten werden.

Ich, der Rechtsanwalt Friedrich Silcher, Fuernberg, bestaetige die
wortgetreue Uebereinstimmung vorstehender Abschrift mit dem mir vor-
gelegten Originaldokument .

Ludwigshafen/Rhein, den 9. Dezember 1947

Friedrich Silcher
Rechtsanwalt
Verteidiger am Militaergerichtshof
Fuernberg.

TRANSLATION OF LOG BOOK 2, KNIEREM
CONTINUED

(page 97 of original)

Signed as enclosure 10 to my affidavit of 10 December 1947.

Ludwigshafen/Rhine, 19 December 1947.

Lr. Karl Holdermann.

I, Friedrich Silcher, attorney-at-law, Nuernberg, certify and attest that above 10 signatures under the 10 enclosures to his affidavit of 10 December 1947 have been carried out in my presence by Lr. Karl Holdermann, Heidelberg, Schroederstrasse 64, personally.

Friedrich Silcher
Attorney-at-Law
Defense Counsel at the Military Tribunal
Nuernberg

I hereby certify this to be a true and correct copy of above document.

Horst Felckmann
Attorney-at-Law.

Penal Law Code for the German Reich

with the decree concerning property penalties and fines, the laws for the protection of youth from inferior and obscene literature, for the prevention of venereal diseases, on the use of firearms and ammunition, on immunity from punishment, the law for the protection of the republic, the law against the misuse of firearms and the regulations for combating political subversive activities.

Full text edition with brief notes and table of subject matter

41st edition. (Legislation up to 7 November 1932)

Edited by Rudolf BEYER, Amtgerichtsrat

Published by Philipp RECLAM jun. Leipzig

(page 37 of original)

Article 92.

Whoever deliberately

1. Communicates or publicly announces state secrets, or fortification plans, or such original documents, files or information, which he knows have to be kept secret from another government in the interest of Germany or of a German Land, to such a government;
2. Destroys, falsifies or suppresses thereby imperiling the rights of Germany or of a German Land in respect of another government, the original documents or evidence pertaining to such rights, or

TRANSLATION OF DOCUMENT 2 No. 10 KNIERIEM
CONTINUED

3. Transacts state business entrusted to him by Germany or by a German Land with another government to the disadvantage of the party that gave him the order, will be punished with penal servitude of not less than 2 years.

In the case of extenuating circumstances, confinement in a fortress for a minimum duration of 6 months will be ordered.

This is to certify that the above document has been copied literally and correctly.

Nuernberg, 16 January 1948.

Horst BELCKMANN
Attorney at Law.

the German people and highly treasonable activities of 28 February 1933 (Reich Law Gazette I Page 85) as well as by the Penal Code articles 92a and 92b embodied in the law of 26 May 1933 (Reich Law Gazette I Page 295) care has been taken of a sufficient penal protection.

This protection also in future must be fully kept up; in particular the threat of the death penalty in the most serious cases of high treason cannot be abandoned.

Treatment of the Betrayal of Military Secrets.

High treason can be committed by the betrayal of military or diplomatic secrets. The existing law deals with the betrayal of diplomatic secrets in the penal law code, which has been tightened up by the decree in respect of treason against the German people and highly treasonable activities of 28 February 1933 (Reich Law Gazette I Page 85), or the betrayal of military secrets however partly in the Reich Penal Code, partly in the law on the betrayal of military secrets of 3 June 1914 (Reich Law Gazette Page 195). This differential treatment has a purely historical background; there is no reason why also in future the betrayal of military secrets should be subject to two separate laws.

(page 29 of original)

The law dealing with the betrayal of military secrets is therefore to be incorporated in the Penal Law Code.

Beyond the provisions of the existing law, an extension of penal protection is to be considered in the following directions.

Disclosure of Inventions.

In accordance with article 5, paragraph 2 of the patent law, the Reich Chancellor can utilise inventions for use by the Army or the Navy or otherwise in the interest of public welfare. There is however no rule which unequivocally forbids a German inventor to disclose of an invention made by him before it is filed, in favor of foreign countries, if it is of essential importance to the defense of the country. In the interests of German defense it must be demanded that the inventor in such cases has the right to freely disclose of the invention only after he has offered it to the German Army Administration and the latter has refused to adopt it. If he makes it available for use abroad prior to that, for instance because he expects a higher revenue from abroad, he acts like a traitor to his country and is to be punished as such. Actually the letter of the existing law provides that the inventor in such a case violates article 1 of the espionage law. The importance of the subject however, demands the creation of an unambiguous legal basis.

A German is to be punished for high treason, if he communicates to foreign countries an invention by him, which is of essential value to the national defense, without first having offered same to the competent German authority for adoption.

(page 75 of original)

2nd Title: Economic High Treason.

Economic high treason.

In an ever increasing measure the need has become evident to safeguard national property of national economic importance, in a way

similar to that of the espionage law of 3 June 1914 in favor of articles, regarding which secrecy is requisite in the interests of national defense. In English law hitherto no differentiation was made in this respect between purely defensive interests and other interests of national economy. A partial ruling is to be found already in articles 17 ff. of the law relative to unfair competition in the form of the decree for the protection of the economy of 9 March 1932 (Reich Law Gazette Page 121). By utilization of the facts set out in par. 1 ff of the espionage law the following ruling is proposed:

Liable to punishment is whoever passes on to others or publishes written matter, drawings, models, templates, sections, methods or similar matter produced by himself or others, the secrecy of which is essential to the preservation of public property and to the preservation of trade- or operational secrets of national importance.

Liable to particularly heavy punishment has to be he who without authorizations allows such matter to come within reach of a foreign national economy.

Also acts of carelessness demand heavy punishment. The heaviest supplementary penalties are advocated.

(page 127 of original)

2nd title: Applicability of the Statute of Limitations to penal law in respect of time and locality.

Punishment according to unwritten law.

The ruling of Art. 2 paragraph 1 penal code - maintained in E. (?), which ~~save the idea of the~~ constitutional State, and the protection of the individual against judicial arbitrariness in that an act can only be punished if its illegality is expressly stated in the letter of the law prior to the commitment of the punishable act, originated from the individualistic Roman legal principle "nulla poene sine lege" (no punishment without law). The opinion of the German Middle Ages was different; according to it the punishment was not tied to the prerequisite of the written law (compare article 105 C.C.C., "von unbenannten peinlichen fällen und straffen" (of unspecified cases and penalties)). The sentence "nulla poene sine lege" gives public criminals the possibility to obtain their anti-national aims, if only they know how to slip through the meshes of the law. It is necessary once more to correlate application of justice and the legal sense of the people. Therefore the judge must be given the possibility to a certain extent to provide for possible loopholes in the penal code, similar to article I, section 2 - introduction - of the Swiss Civil Law Code of 10 December 1907 and par. 63 of the Buerliche Erbhofrecht (peasant's heritage law) - Prussian law of 15 May 1933 - in a manner, as though he had been made the legislator in an individual case.

The contents of Art. 2 paragr. 1 penal law code remain unaltered, except for the following amendment:
In the event, however, of an act not expressly designated as being punishable,

TRANSLATION OF DOCIBOOK 2, No. 9, XNIERIERI
CONTINUED.

being condemned morally in accordance with sound popular feeling and if its punishment is being demanded according to the legal concept underlying to a given penal code, the judge has to pass sentence within the frame of the penal code applied in this instance.

Retroaction of Penal Laws.

Should the law which is in force at the time of the deed, be altered prior to judgement, then, in accordance with Article 2 section 2 penal law code and article 3 of the E (§), the law most favorable to the criminal is to be applied. According to the practical application of article 2 section 2 of the penal law code and in accordance with the express provision of article 3 E this is not to be the case only if the punishableness is inhibited by the lack of actual circumstances and not by a change in legal concepts. This order is to be accepted. - But it appears advisable under certain circumstances to punish the criminal, or to punish him more severely, even if the deed at the time when it was committed was punishable either not yet or not to the same extent.

Fresh penal regulations not yet in force at the time when the act was committed are to be applied to the disadvantage of the criminal, if the act was punishable or morally to be condemned and had merited the freshly decreed punishment actually at that time according to general belief.

This is to certify the literal and correct copy of the above document.

Nuernberg, 8 January 1948

(signed:) Horst PEICKMANN
Attorney-at-Law

TRANSLATION OF DOC. BOOK 2 No. 12 KNIERIEM
CONTINUED

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
Ludwigshafen on/Rhine,
20 November 1933

Copy.

To:

The Reich Minister of Justice
Dr. GUERTNER
B e r l i n .

Penal Reform.

The Honorable Reich Minister !

The memorial of the Prussian Minister of Justice on "National Socialist Criminal Law" has aroused much attention everywhere; it will surely be given due consideration by the commission set up by you to draw up a new criminal code. In response to your appeal to the general public, for suggestions and proposals based upon common practice, we wish to present to you the following material drawn from our own experiences:

A) High Treason.

The memorial deals with treason in two places. In the sub-section entitled "The extraterritorial protection of the sovereignty of the State" (p. 28 ff), all penal directives pertaining to military and diplomatic treason are to be treated collectively in special chapter. This category of treason we will call briefly "Military High Treason."

(page 2 of original)

In the chapter entitled "Attacks upon objective (sachgebundene) national assets" (p. 75), a new criminal definition, not previously recognized in law, is proposed under the heading of "Economic High Treason!"

CONTINUED

I, Military High Treason.

The most important definitions of military treason are at present contained in the law dealing with the betrayal of military secrets (Espionage law of 3 June 1914). The memorial recommends that this law be incorporated into the new penal code, and that the present regulations be extended in several directions. In particular, the memorial demands a new statement of facts (Tatbestand) governing the surrender of inventions, for although previous jurisdiction covers inventions by article 1 of the espionage law, the importance of the subject nonetheless presupposes an unequivocal legal basis. The wording suggested in the memorial is as follows:

"Any German is to be punished for high treason if he communicates an invention of his abroad, which is of essential importance to national defense, without having previously offered it to the competent German authorities for adoption."

The underlying thought of the memorial is undoubtedly good; however, the statement of facts presents great difficulties in practice, especially in industry and trade, since the factual delineation of the "substantial importance" of an invention to national defense is too vague. Precisely in view of the importance of the penal provisions pertaining to military treason, which in future is to be more severely punishable than others and hence liable to the heaviest punishment, it is necessary for the protection of all those who have anything to do with inventions as well as for the protection of important national economic

(page 2 of original)

interests, to provide an easily recognizable delimitation for everyone. Almost every invention ultimately has some significance for national defense; for example, the discovery of a new tanning

TRANSLATION OF DOCUMENT BOOK 2
DOC. BOOK 12 KNIERIEM
CONTINUED

medium for the production of a particularly resistant leather for daily use, can also be of use for army equipment, and hence for national defense. Often it is only realized later that an invention - which may be neither recognized nor recognizable as such - has some bearing on national defense. For example, in our works we have developed a process for the production of acetic acid which originally had nothing to do with national defense; we licensed our rights to Jasco Inc. in Baton Rouge, (Louisiana), USA. Later, and contrary to expectations it turned out that a substance is given off under certain conditions in the manufacture of acetic acid which is highly explosive, and consequently of considerable importance to national defense. The matter was thereupon submitted by one of our representatives to the Reich Defense Ministry, but the Ministry decided that the production of the high explosive would be of no interest in the near future for a variety of reasons.

In recognition of these difficulties, the memorial does indeed contain the correct thought that only he renders himself liable to punishment who fails to carry out his duty of offering an invention. To this end it is necessary to create an official office which will authentically examine whether or not an invention is of military importance. Every inventor who wants to dispose of his invention abroad, or who wants to communicate it abroad, will thus be in a position to obtain the previous decision of this

(page 4 of original)

Control Agency. However, it should not be overlooked that the functioning of such a control agency will meet with great difficulties. Its tasks will still be fairly capable of solution in the case of

TRANSLATION OF DOCUMENT BOOK 12
DOC. BOOK 12 KNIERIEM
CONTINUED

inventions which have been filed at the Reich Patent Office, since in this way the subject matter of the invention has already been explained. For all other inventions objective examination will presumably be so complicated and comprehensive that, in our opinion, it can hardly be performed. In the interests of the great economic importance which is generally conceded inventive activities, it would have to be further demanded that all decisions of the control agency be rendered in the shortest possible time.

In view of the almost insuperable difficulties which have been explained above, ways and means must be found of safeguarding the interests of national defense without greatly impairing economic life. We feel that this can only be accomplished by clearly designating those inventions-in the almost unlimited field of endeavor where inventions are possible - , whose importance to national defense is so paramount that their secrecy and the prohibition of their communication exceeds all other interests. This premise would all apply to objects which can be classified as "military equipment;" and reference could possibly be made to the equipment listed on the military equipment law of 27 July 1927 (Reich Gazette, P. 239, 1927); in articles 3 and 4 of this law all the objects which an army uses for national defense are listed in as many as 53 (!) items. Of course, it must be born in mind that technology of

(page 5 of original)

national defense does not remain stationary; lists of this kind soon become obsolete; some things become superfluous, and others are missing. In addition, one

should not cite the old military equipment law in our new penal code, which law was forced upon Germany by the peace treaty and which, we hope, will soon disappear. Hence a more desirable solution would be to prescribe designations in a standard list published from time to time in the Reich Gazette by the Reich Defense Ministry, which list will enumerate under various heads all those objects which our competent authority currently considers to be military equipment.

Since the present espionage law is good and practicable, as stated in the memorial itself, and since this law is to be incorporated in the new penal code, it would only remain for the legislator to tie the concept of inventions in the law. We believe that this can be done most effectively by abandoning a new statement of facts, and by the addition of a definition of what constitutes an invention in art. 1 of the espionage law within the meaning outlined above. Through such a measure at the same time, all other parts of the espionage law, such as conspiracy, negligence, attempts, etc., would be extended to include inventions, since articles 2, ff, of the espionage law invariably refer to the enumeration of the subject matter in article 1. Inclusion in article 1 of the espionage law has the further advantage, in that the punishable facts would be met even through disclosure to a person at home of matter to be kept secret. We feel that this is a necessary and more stringent procedure than that contained in the memorial. Matters which have to be kept secret for the sake of national defense must not be communicated to anyone at home either.

(page 6 of original)

The article of the new penal code corresponding to article 1 of the espionage law should accordingly read

CONTINUED

(3... ..)

as follows:

"Anyone who deliberately allows written matter, drawings or other objects ~~the secrecy of which is~~ to be kept secret in the interests of national defense, as well as inventions in the category of military equipment to come into the possession, or knowledge of someone else, and who thereby jeopardizes the security of the Reich, will be ... punished. Military equipment in the sense of this decree may be identified according to a list which the Reich Defense Minister will publish in the Reich Gazette from time to time."

In our opinion such a law, on the one hand, takes sufficient account of the requirements of national defense, and, on the other, does not erect insurmountable barriers for inventive and economic activity,

II. Economic High Treason.

The memorial (P. 75) proposed the following statement of facts:

"Anyone is subject to punishment who passes on or communicates to someone else any written matter, drawings, models, templates, sections, formulae, and similar material irrespective of whether they are his own or not, and the secrecy of which is essential to the preservation of the national assets or of nationally essential business or operational secrets.

He is liable to especially severe punishment who allows such matter to come into the hands of a foreign national economy without authority."

Negligence likewise ^{is} liable to heavy punishment. The most severe attendant punishments are appropriate."

Before ventilating the crux of the matter, we have to make a few observations:

1.) We interpret the concepts "authorized" and "unauthorized" in the sense of private law. An "authorized" communication is one which is made by a person who as such is authorized for the purpose, for example, the Vorstand of a company. An "unauthorized" communication covers all other cases,

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for example, the sale of a stolen invention.

2.) Verbatim interpretation of the facts laid down in the memorial permits four conceivable cases, namely,

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- a) authorized communication in Germany,
- b) unauthorized " " in Germany,
- c) authorized " " abroad,
- d) unauthorized " " abroad.

However, since the provision bears the heading, "Economic High Treason," and according to the general interpretation high treason concerns an attack upon the sovereignty of the State in its relationship to other States, logically only the cases under c) and d) can be included in the concept "economic high treason" This means that in section 1 of the statement of facts in the memorial merely authorized disposal abroad of the matter enumerated and in section 2 unauthorized disposal abroad are to be subject to punishment. Authorized disposal at home is entirely free from punishment; unauthorized disposal at home will be dealt with according to articles 17 ff. UWG (Unlauterer Wettbewerb ?)

After establishing these facts, the following can be said relative to unauthorized communication abroad:

The memorial proposed to punish persons who, in brief passage or communicate written matter, drawings, formulas, and similar matter, as also inventions, to the detriment of the German national economy.

It has to be readily admitted that the author of this prescription again had a right and just thought in mind. Yet the following should be pointed out: We have already shown in the previous paragraph how

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difficult it is to judge whether a certain process is or is not of essential importance to national defense. Nevertheless there are offices such as

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the Reich Defense Ministry or the Reich Air Ministry, which have the expert knowledge required to make a decision. Therefore, it will be very difficult, but probably possible in most cases, to arrive at a satisfactory decision. Unfortunately, it has to be pointed out that it is infinitely more difficult to say whether the facts of a case are to be considered as economic treason, indeed, that entirely different opinion may be held as to whether the sale of inventions abroad in a given case constitutes an injury or a blessing for German national economy. This must be explained in somewhat more detail.

If we discover basic processes, we seek patent protection in the entire cultural world. For us the most desirable form of exploitation is naturally to produce as large a portion of the world's requirements in Germany, and to export it. This form is not only the most desirable for the national economy, since German workers are employed, but it is also the most profitable for private business. An example of such proceedings on a large scale is the German tar-dye industry. It requires no explanation that this form of exploiting processes, which is best for the national as well as the private economy, is today becoming more difficult year by year since the other countries want to manufacture themselves. If this best form cannot be used by us, the next best is to produce in Germany for German needs, but to issue licenses abroad, including possibly also the setting-up of production for the foreigners. The compensatory royalties which would

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flow into Germany, are naturally a return which has a favorable influence upon the German national economy.

These few thoughts, whose detailed presentation would be too expensive here, serve to show how doubtful one can be in individual cases, and even if one approaches the given facts with a strong patriotic sense of duty to the nation and the Reich. This is to be illustrated briefly by an example. As is known, one of our founder companies, the Badische Anilin- & Soda-Fabrik, developed the best synthetic nitrogen process in the world, the Haber-Bosch process. When the war was over, almost everyone in the whole world, who had confiscated many of our patents on the basis of their laws of warfare, asked our company for information regarding our technical experiences and for licenses of future inventions and improvements. However, the countries and firms asking for licenses were refused because we felt that it would be more advantageous to the German national economy and our own organization to withhold such experiences in order to be able to further make and export the product. Our company, thus, followed a policy which corresponds to the proposal of the memorial. It has turned out that technical secrets, however carefully they are guarded, could only remain secret for a relatively short period. According to our experiences, this is all the more true, the more important an invention is. Even our secrets in the nitrogen field were carried out of our plant, in spite of the strictest security measures. Moreover, the processes became known through unavoidable

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publications involving patent law and scientific matters, thus facilitating imitation. The ultimate result was that nitrogen is produced in almost all the countries of the world where nitrogen is made, after a process developed from the Haber-Bosch process, without our receiving any license fees. This has been equally injurious to the German national economy and to ourselves, for the interests of the German national economy necessarily run parallel to our own at all times. If we had voluntarily and in time made our knowledge of the Haber-Bosch process available abroad, the more favorable condition would probably have arisen in that we would at least have received foreign exchange on a large scale. We only gave licenses and technical experiences in the field of synthetic nitrogen to one country (aside from a special case regarding Norway), and that was France, because we were in effect forced to do so following the occupation of our local nitrogen factory by the French. This case of license issuance is the only one in this field now yielding foreign exchange !

We could multiply examples relative to this problem in a way that would far exceed the scope of the present dissertation. But we wish to fully clarify one more point. At that time the management of our organization fretted for years trying to decide which policy was the correct one in the nitrogen field. It has been intimated above that it might have been better to adopt another policy; but we could not then anticipate that the striving of foreign countries for an authoritarian economy

would become so pronounced in a few years. This fact demonstrates the enormous difficulty in determining whether something works out as a blessing or to the

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detriment of German national economy, and it may be stated with due respect to the German judge, that it will be extremely difficult for him to evaluate these things correctly. In addition, it is no use ignoring the fact that in regard to such difficult questions as technology, national economy, trade policy, finance and many other matters there is no "sound sentiment of the people" which is supposed to guide a judge in passing judgment. It is clear that the granting of a license to the French at the time in no way corresponded to the then sound sentiment of the people, it encountered sharp criticism, and yet it was correct from the point of view of the national economy - quite aside from the fact that we were forced.

In comparison to these cardinal points of view, others are reduced in importance, although they too may by no means be left out of account by a businessman who has patents abroad. Among these is the compulsory actual use of a patent stipulated in the patent laws of 40 States (I.e., 80% of the cultural countries concerned). For States with compulsory patent use it is not sufficient to import the patented article; it must actually be produced in the country where it is protected by patent. After a period of grace of three years the patent lapses if it is not used; this is a danger which the patent owner cannot take unto himself, and which can only be averted by the timely grant of a license, since the construction of own factories is ordinarily out of the question. Moreover, it may be possible to exploit a process at home if the raw materials necessary for exploitation are available in sufficient quantities only abroad.

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Finally, in regard to these secondary matters has to be added the trade policy, briefly mentioned above, of individual foreign States which oppose exports on a continuously increasing scale by means of tariff walls, import prohibitions, import quotas, exchange restrictions, and the like.

The above considerations may suffice to give expression to our grave misgivings regarding the purport of the memorial. If this memorial became law, the continuation of business relations abroad would hardly be possible for a world organization, such as we are. None of our responsible executives could or would render himself liable to the criticism that he has committed economic high treason.

We reiterate that the basic idea of the proposed provision appeals, but feel that it cannot very well be applied in practice. We believe that German economy, with a sense of responsibility sharpened by the new dispensation, could contribute more to the country's welfare without than with a regulation of this kind.

If, in spite of this, such a regulation should be held to be absolutely indispensable, an office should be set up in the Reich Economic Ministry to which every contract with a foreigner has to be submitted to avoid severe punishment. If we consider everything which this office must know and become familiar with, we can hardly imagine that it would function without severely hampering and injuring economy as a whole. Yet the creation of such an office would be the lesser evil, compared to the interpretation of the proposal as it stands.

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CONTINUED

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And now a few words on the unauthorized disposal of the articles listed in the plan of the memorial! This prohibition is directed especially at the employees and workers and their helpers, and is at present regulated by the UWG. The former standards were extended and tightened up by the emergency order for the protection of the economy of 9 March 1932 (Reich Gazette, 121-32). And yet a loop-hole remained, in that recourse to article 17, UWG, was not then declared punishable. This omission can now be made good under the penal reform.

With reference to the thoughts expressed in the memorial on "Punishment without Written Law" and on "Retraction of Penal Laws" (P. 127), we wish to call attention to the following for the period prior to the date when the new legal code becomes effective:

Altogether, there are about 950 relatively important contracts in existence in our company at present. Of these, about 130 contracts concern the issuance of licenses abroad. In the case of about 100 of the 130 contracts the exchange of experiences is part of the license agreement. For the duration of these 100 contracts, we are bound to make known to the foreign party fresh information and inventions in the fields covered by the contracts, whereas we receive information and inventions from the other party. This kind of mutual fructification has proved itself in industry as a whole for several decades, for it brings advantages to both sides. Moreover, we would not have concluded these contracts if we had not come to the conclusion, after mature consideration, that it was better for the German national economy.

TRANSLATION OF DOCUMENT 2, No. 12, KNIERIEM
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considering the services received in return (e.g. the receipt of experiences) to give our inventions and knowledge to the relevant office abroad, than to keep them here. Of course, under civil law we are obliged to fulfil these contracts. But it goes without saying that every German law supersedes even the obligation to fulfil. Hence, if the previously mentioned provision of the memorial should become law, and if an office which may be set up should hold that the further fulfilment of our contracts would adversely affect the German economy, we will cease to comply with our obligation. To be sure, the consequences either for private business, or for the national economy cannot even be gauged. We assume that it would be in conformity with the economic policy of the present government that we, - also in respect of new contracts which may meanwhile be concluded -, are continuing to follow the policy which we have pursued to date, according to our best knowledge and belief and making the closest scrutiny of national interests. If, contrary to expectations, the Reich government should be of a different opinion, a most comprehensive and fundamental discussion would have to take place, for which we are at your disposal at any time.

TRANSLATION OF DOCUMENT I. K 2 No. 12 KNIERIEM

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With the German greeting.

I. G. Farbenindustrie Aktiengesellschaft
signed KNIERIEM signed BRENDEL

I, Friedrich SILCHER, attorney-at-law, Nuernberg,
certify that the above copy is a verbatim and true copy
of the original presented to me.

Ludwigshafen, 10 December 1947

Friedrich SILCHER,
Attorney-at-Law.

Defense Counsel at the Military
Tribunal
Nuernberg

I hereby certify that the above is a true and
accurate copy of the original document.

Horst PELOCKMANN,
Attorney-at-Law.

TRANSLATION OF DOCUMENT BOOK 2 KNIERIEM
CONTINUED

CERTIFICATE OF TRANSLATION
=====

23 January 1948

We, Gerta KANNOVA, No. 20151, and George GOODMAN,
No. 34789, hereby certify that we are thoroughly
conversant with the English and German languages
and that the above is a true and correct translation
of Document Book 2, Knieriem.

Gerta KANNOVA
No. 20151

George GOODMAN
No. 34789.

Case 6
Defense

TRANSLATION OF DOCUMENT BOOK III KNIERIEM
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

TRIBUNAL VI

CASE VI

DOCUMENT BOOK III

for

Dr. August von KNIERIEM

Doc. No. 13-19, Page 122-218

presented by the

Defense Counsel

Horst Pelckmann

Attorney at Law

Young



DOCUMENT BOOK III KNIERIEM

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Dr. von Knieriem

Dok.Nr.13.....

ACTIVITIES
of
I.G. Farbenindustrie A. G.
in the
OILS INDUSTRY

Economics Division
Decentralisation Branch
Control Office

I.G. Farbenindustrie A.G.
U.S. Zone

15 June 1946

This dokument entitled, "The Activities of the former I.G. Farbenindustrie A.G. in the Oils Industry", was prepared by German personnel of the former I.G. Farbenindustrie A.G. under the direction of Mr. Louis Lusky of the I.G. Farben Section, Decartelization Branch, Economics Division, of the Office of Military Government for Germany (U.S.). It is a compilation of technical and commercial arrangements between the former I.G. Farbenindustrie A.G. and companies in and outside of Germany in the Oils field.

The document is based on voluminous records of the former I.G. Farbenindustrie A.G. and on interrogations of executives and technicians of the former I.G. Farbenindustrie A.G. The two certificates attached to the document indicate the contribution made by two I.G. Farben personalities involved in the Oils Industry.

The document is intended primarily for the information of the I.G. Farben Control Office of the Decartelization Branch and the Committee of Control officers for the I.G. Farbenindustrie A.G.

Relationship between I.G., Standard Oil (N.J.)
and Others
(as revised 10 January 1946)

In 1924, Badische Anilin- und Soda Fabrik, one of the predecessors of I.G., initiated a research program on the hydrogenation of coal or other carbonaceous material to produce oil products and other organic chemical products. I.G. decided to enter this field of activity because it is a logical development of the synthesis of ammonia and methanol, these processes being also dependent on the use of hydrogen under very high pressure so that a large part of the equipment is the same.

By 1927 I.G. had made a very great investment in the project and had achieved important technical successes. It had obtained control of the German and foreign Bergius patents which were the basic patents on hydrogenation. But it was greatly handicapped by its lack of commercial experience in the oil industry. Oil refining is an extremely complex business, and the step from laboratory work to economical large scale production is a long one. Furthermore, a familiarity with the business side of the oil industry as an indispensable guide to efficient research; it was desirable to concentrate attention on those phases of refining where existing methods were relatively inefficient. I.G. needed to know the exact costs of the various phases of production under processes then in use so that it could make comparisons with the probable cost of its projected processes. In addition I.G. anticipated difficulty in entering the liquid field in the face of competition by gigantic companies such as Standard and Shell, and believed it desirable to form an alliance with a large oil company which might be able to help it. Finally, I.G. felt the need to retrieve at least a part of the RM 200,000,000 (?) which it had invested in hydrogenation research. The most immediately feasible line of large scale commercial exploitation was in the hydrogenation of crude oil, and since there were no large German oil deposits it seemed advisable to license foreign oil companies. Before this could be done, however, it was necessary to develop the processes to the point of commercial use so that prospective licensees could be offered a demonstrably workable method, not merely the right to develop such a method.

Accordingly negotiations were opened with Standard Oil Company (N.J.), Standard was interested in acquiring control of hydrogenation rights for three reasons:

(1) hydrogenation held promise of improving the efficiency of crude oil refining;

(2) coal hydrogenation, if and when fully developed, would create the possibility of dangerous new competition, particularly in countries having coal but no crude oil; and

(3) there was thought to be danger of the early exhaustion of U.S. crude oil deposits, in which case it would be important for Standard to be able to fall back on coal hydrogenation rights for use in its existing refining business and wanted the right to control the new development of coal hydrogenation and to be in the position, if it became necessary, to use hydrogenation of coal as an alternative source of raw material.

I.G., on the other hand, was at that time interested in the exploitation of hydrogenation processes rather than their suppression and it refused to cede its rights to Standard. In 1927, however, a preliminary contract was made - with the understanding that it would subsequently be broadened if the collaboration proved satisfactory - whereby I.G. gave Standard all its technical knowledge in the field of crude oil hydrogenation together with a license to practice the processes in the United States, Standard agreed to finance and build, under I.G.'s technical direction, a large experimental plant in the United States, and to allow other prospective licensees to inspect it; and I.G. agreed to pay Standard half the royalties received from licenses to others on crude oil hydrogenation in the United States. Standard also agreed to give all its technical knowledge in that field to I.G., for exploitation outside the United States, and although Standard had little to contribute at that time, I.G. expected that its future contribution would be substantial.

The 1927 contract turned out to be quite satisfactory. The technical personnel of the two companies worked together well. Standard gave valuable practical advice, such as its suggestion that hydrogenation be adapted for use in the elimination of sulphur and asphalt from certain crude oils which had therefore been unfit for processing in existing cracking plants because of the presence of those substances. By 1929 no licenses had yet been granted for crude oil hydrogenation, but Standard had installed the processes in three of its refineries and they were about ripe for commercial exploitation; Standard was still interested in obtaining control over the hydrogenation patents, for coal as well as for crude oil, for the reasons stated above. Also, having subsidiary refineries outside the United States, it wanted licenses under foreign patents so that they could use the hydrogenation processes. I.G., for its part, was getting nervous about the possibility of Standard's building up a patent position in the field of coal hydrogenation, because of the chemical similarity of coal and crude oil, a great deal of the technical knowledge on crude oil which I.G. had given Standard under the 1927 contract was also applicable to coal, and Standard was under no obligation with respect to coal hydrogenation. And so I.G., in 1929, asked Standard to make an offer for all of I.G.'s hydrogenation rights outside Germany.

Standard offered \$ 30,000,000 payable either in cash, or in Standard stock, or in a combination of stock and profit-sharing rights. I.G. accepted in principle, electing to take the stock because it was considered a desirable long-term investment, and sent Bosch (President of I.G.), Schmitz (financial man), von Knieriem (lawyer) and Gaus (technical man) to the States to negotiate the definitive agreement. In these negotiations I.G. insisted on two conditions; (1) that Standard agree not to broaden its business into the chemical field, and (2) that I.G. be given an outlet for its German production of liquid fuels through Standard's German subsidiary, in preference to Standard's own production. These two conditions were accepted by Standard and were embodied, respectively, in the Division of Fields Agreement and the German Sales Agreement.

The main contract, known as the Four-Party Agreement - the four parties were I.G., S.I.G., Standard and a wholly-owned subsidiary of Standard, inserted in the contract for tax reasons - provided in essence that I.G. should sell Standard all non-German patent rights possessed by it during the term of the contract, in the hydrocarbon field (defined as the treatment of any carbonaceous material to produce the marketable major products of the oil industry). The hydrocarbon field included but was broader than the "hydrogenation process" (defined as "any process coming within the hydrocarbon field which is carried out by or in the presence of.... hydrogen.... in a manner to secure definitely determinable hydrogenation" etc.).

These rights were transferred not to Standard itself but to S.I.G. (Standard-I.G. Company), a newly formed Delaware corporation. At the time of the original \$ 30,000,000 offer by Standard, Standard had also voluntarily offered I.G. a 20% share (or in some cases a per barrel royalty) out of royalties received under any licenses in the hydrocarbon field. The reason for the offer was to give I.G. an incentive to continue its research work. (Lacking such incentive, I.G. would probably have discontinued research, at least on processes for the treatment of crude oil, because Germany has no important crude oil resources and I.G. would have concentrated on coal processes for the exploitation of the reserved German market.)

In the early negotiations it was contemplated that the patent rights would be owned by Standard. Later, during the negotiations, Standard requested that S.I.G. be organized to hold the patent rights. The purpose was to avoid putting Standard under obligation to give a third party (said to be Standard of Indiana) the benefit of the patent rights pursuant to a previous contract which applied to patent rights held by Standard and its wholly owned subsidiaries. Accordingly S.I.G. was organized with a capital stock of \$ 100,000 of which I.G. was given 20%. The stock was of minor value to I.G., however, because all of S.I.G.'s income except an amount sufficient to pay I.G.'s 20% of the royalties and S.I.G.'s expenses plus \$ 11,000 a year was, by the terms of the contract, to be distributed to Standard.

Standard and S.I.G., for their part, agreed to transfer to I.G. all their German patent rights on hydrogenation, possessed by them during the term of the contract, and to give I.G. a free non-exclusive license under any other German patents in the broader "hydrocarbon field". None of these patent rights were to be transferable by I.G., but I.G. was given the right to sublicense the hydrogenation patents to anyone who would authorize I.G. to grant licenses outside Germany under his own hydrogenation patents. Standard also agreed to assign to S.I.G. all its non-German patent rights on hydrogenation reserving for itself a free, non-exclusive, non-transferable license. Standard and S.I.G. agreed to try and obtain from their licensees, for I.G.'s benefit, German rights under the licensees' patents. (In 1931 this "best efforts" provision was strengthened, Standard and I.G. agreeing to grant licenses for the hydrogenation of solid and liquid carbonaceous matter only on the condition that the licensee give a reciprocal license under its

German patents in that field, for the benefit of other parties.)

Standard, I.G. and S.I.G. further agreed to work together, during the term of the agreement, on the technical development of the hydrocarbon field, and to communicate all their technical knowledge to each other. I.G. promised not to give its technical knowledge on hydrogenation to anyone for use outside Germany.

The agreement was indefinite in duration but could be terminated by any party by two years written notice, no such notice to be served before the end of 1945. Upon termination of the agreement patent rights were to remain in the same hands as they had been, and payments under the contract were to cease; except that S.I.G. agreed to reassign to I.G. any patent rights, and royalties on licenses granted under them, which I.G. should have transferred to S.I.G. in the hydrocarbon field but not relating to hydrogenation.

The Division of Fields Agreement between Standard and I.G. recited that the parties recognized each other's "preferred position" in the oil and natural gas business and the chemical business, respectively; that neither intended to expand its existing business so as to become a serious competitor of the other in its own field; but that there would be some overlapping of activities. It provided that if Standard should desire to initiate any new chemical development not closely related to its then business it would offer I.G. control of the new enterprise on fair and reasonable terms. I.G. made a reciprocal promise, not however including Germany, with respect to new chemical development which could not be advantageously carried on except as a department of an oil or natural gas business; and as to other chemical developments related to the oil and natural gas business it agreed to offer Standard a substantial but not controlling participation. The agreement was to last for the life of the Four-Party Agreement.

The German Sales Agreement provided the mechanism whereby Standard was to provide an outlet for I.G.'s German production of liquid fuels. Standard agreed that its German sales subsidiary, Deutsch-Amerikanische Petroleum Gesellschaft (DAPG) would distribute I.G.'s entire production of petroleum products (lubricating oils and specialty products excepted), substantially at cost, giving I.G.'s products preference over any others including those of Standard itself. I.G. promised to sell its entire output, with some exceptions, through DAPG. The effect of this arrangement was to give I.G. the benefit of DAPG's customer goodwill and distribution facilities such as filling stations; to prevent Standard from competing with I.G. in Germany; and to prevent I.G. from competing with DAPG in Germany or with Standard outside Germany.

It was also provided that if I.G. should come to supply as much as 25% of the German consumption it should have the right to purchase that proportion of the shares of DAPG (up to 50%) which its products bore to the total value of products sold by DAPG. I.G. also was to have the option, after 1943, if it had come to supply as much as 25% of the German consumption, to name a price, or require Standard to name a price, at which Standard would sell its interest in DAPG or buy I.G.'s interest.

In the Four-Party agreement Standard had declared its

intention to license its hydrogenation rights generally in the United States, and to license crude oil hydrogenation rights to some extent abroad. Pursuant to this intention it formed two licensing corporations, Hydro Patents USA (Hydro) and International Hydrogenation Patents Co., Ltd. (IHP). Hydro was incorporated in the United States; IHP was originally incorporated in Liechtenstein, later in the Netherlands. To these companies SIG transferred, respectively, its United States and foreign patent rights for the hydrogenation of solid and liquid (but not gaseous) hydrocarbons to produce the marketable major products of the oil industry.

Hydro granted licenses to all responsible applicants under a "mutualization plan" whereby the licensee also had the right to take Hydro stock and thereby participate in its profits from royalties. Standard sold Shell a 50% participation in IHP, which followed a less liberal licensing policy than Hydro. All licenses of Hydro and IHP were required to contribute to the licensor royalty free licenses under their own patents, for the benefit of Standard, Shell, I.G. and the other licensees.

In 1930 Standard (through Standard Oil Development Co., a subsidiary) and I.G. broadened the field of their technical cooperation by making the so-called Jasco (Joint American Study Corporation) Agreement. The Four-Party Agreement had covered only the hydrocarbon field - treatment of carbonaceous matter to obtain the marketable major products of the oil industry. The Jasco Agreement covered processes for the treatment of crude oil, natural gas and their derivatives to obtain other marketable products.

I.G. and Standard agreed that, as soon as either had developed a process coming within the Jasco field (which field did not include the mere separation and refining of petroleum and natural gas or any process commercially used by either party prior to the date of the agreement, or the development of any marketable product of a Jasco process into a further marketable product) it would offer the process to the other party for further work by Jasco. If the other party accepted, Jasco would investigate, test and develop the process to the point of commercial exploitation. At this point the parties would give Jasco exclusive general licensing rights (excluding also the grantor) for all technical knowledge and all non-German patents. It was contemplated that Jasco would then grant licenses to outsiders. From royalties received, Jasco would pay a premium royalty to the party originating the process. Jasco's profits would be distributed in equal shares to Standard and I.G., which owned the stock of the company in equal shares.

The parties agreed to consult as to the best method of commercial exploitation of Jasco processes. In case of disagreement the decision was to be made by the party in whose field the process fell according to the 1929 Division of Field Agreement.

The processes which the Jasco Agreement was designed initially to cover, were in the fields of paraffin oxidation (to produce fatty acids, etc.) and synthetic rubber-processes on which I.G. had been working. One effect of the agreement was to relieve each party of half of its expenses of development in return for surrender by it of

part of its interest in future royalties. Another effect of the agreement was to stimulate the parties to carry on development work on new chemical processes based on the raw materials of the oil industry.

In 1935 the German Sales Agreement was modified to bring in Shell. The new contract was between Standard, I.G., and N.V. de Bataafsche Petroleum Maatschappij, a Shell subsidiary. Shell's German sales subsidiary, Rhenania-Oessag Mineraloelwerke A.G., was brought into I.G.'s German distribution system on the same basis as DAPG, and it was agreed that I.G. should deal with Rhenania and DAPG on the same basis. I.G. had the right to terminate the agreement at any time after 1943, and any party could do so by giving two-years notice, such notice not to be given before the end of 1945. The agreement was to terminate with the Four-Party agreement at the latest.

A new series of agreements was made in 1938 in the field of "hydrocarbon synthesis", the production of the marketable major products of the oil industry from gaseous raw materials. It will be recalled that S.I.G., though it had acquired all of I.G.'s experience and patent rights in the entire hydrocarbon field, had passed on to Hydro and IHP the rights to the hydrogenation field only, and only to the processing of solid and liquid raw materials. Subsequently Ruhrchemie A.G., a German company not connected with I.G., developed the Fischer process for the production of hydrocarbons, such as liquid fuels, from gases. Gasoline produced by the Fischer process was somewhat inferior in octane rating, but it was more adaptable than hydrogenation for use with natural gas under certain conditions prevailing in the United States. Thus it presented a competitive threat of hydrogenation.

The principal parties to the eleven hydrocarbon synthesis agreements were Standard, Shell, I.G., Ruhrchemie and M.W. Kellogg Co., an American construction company specializing in oil refinery equipment, which had also done some development work on the synthesis of oil products from gases. The agreements dealt with three separate areas: the United States and Canada (USAC territory), the rest of the world except Germany (IHS territory), and Germany.

USAC (Hydrocarbon Synthesis Corp.), owned half by S.I.G., one fourth by Shell and one fourth by Kellogg, was organized in the United States to license hydrocarbon synthesis processes in USAC territory. USAC was to receive from the "Partners" (Standard, Shell, I.G. and Kellogg) and Ruhrchemie all their technical knowledge on hydrocarbon synthesis, and all exclusive patent licensing rights in the USAC territory. The partners also agreed to render technical assistance to USAC on reasonable terms. USAC was to license any responsible oil or natural gas company on reasonable royalties, endeavouring to obtain free reciprocal licenses under the licensees' patents for the benefit of other licensees and the partners, at home and abroad. USAC was to pay Ruhrchemie \$ 150 000 within one year, and retrogressive running royalties on the hydrocarbon synthesis production of licensees and the Partners, whether or not such production was carried on under the licensed processes.

IHS (International Hydrocarbon Synthesis Co.), owned half by Ruhrchemie and half by IHP (which in turn was owned half by Standard and half by Shell), was organized in the Netherlands to license hydrocarbon synthesis processes in IHS territory. The Partners and Ruhrchemie gave IHS all their technical knowledge on hydrocarbon synthesis, and exclusive patent licensing rights in IHS territory. (Russia, Japan and South Africa were excluded because Ruhrchemie had already alienated its rights in those countries). IHS was to follow the same licensing policy as USAC. IHS and IHP agreed to form an income pool, to which IHP was to contribute all its licensing income from processes for the hydrogenation of solid carbonaceous matter such as coal, and IHS was to contribute all its licensing income from the hydrocarbon synthesis process. The pool was to be divided in agreed percentages between IHS and IHP, the shares varying with the total size of the pool (IHS being favored in the lower brackets and IHP in the higher brackets). The effect of this pool was to render it immaterial to Standard, Shell and Ruhrchemie whether a prospective licensee took a license for coal hydrogenation or for hydrocarbon

synthesis, and thus to prevent competition between the two processes. (It is not clear why no steps were taken to keep hydrocarbon synthesis out of competition with crude oil hydrogenation; perhaps the reason is that, although hydrogenation and hydrocarbon synthesis are competing processes with respect to coal, which can be used as a source of gaseous raw materials, they do not compete with respect to crude oil, which cannot be so used.) The effect of the division of the pool was to give Ruhrchemie, the weaker company, the bulk of the more certain returns, and to give Standard and Shell a compensating preponderance of interest in the more speculative possibility of large future volume.

In Germany I.G. and Ruhrchemie were both to continue the production of synthetic fuels, but to exchange technical information as to future processes developed by them in hydrocarbon synthesis field, to grant patent licenses to each other and each other's licenses on reasonable terms, and to try and settle patent disputes out of court. With respect to processes for working up the crude products of hydrocarbon synthesis into finished oil products they agreed not only to give each other patent licenses on reasonable terms, but to grant each other a 25 % preference in royalty rates over other licenses.

In the fall of 1939, after the outbreak of the war in Europe, Standard and I.G. initiated discussions which led, in September, to a modification to the Jasco Agreement. Jasco had been working on several projects, including synthetic rubber and paraffin oxidation, but thus far had not brought any of them to the point of commercial exploitation, except for Oppanol. Therefore, Jasco had not yet received any patent rights or royalty income. There was a good chance, however, that some of the Jasco processes might soon be licensable, and Standard wished to change the agreement so that the war would have as little effect as possible on the licensing and protection of the processes. Accordingly, I.G. transferred to Standard exclusive patent rights on the Jasco processes for the United States and the British and French Empires, where I.G. expected to have difficulty in collecting royalties and bringing infringement suits, and retained such rights, free of any claim by Jasco, for the rest of the world. I.G. and Standard were to exploit these patents independently, but if the resulting division of royalty income was different from what the Jasco Agreement would have called for, a subsequent adjustment was to be made. Since technical cooperation would be impossible in wartime, I.G. transferred its Jasco stock to Standard. The advent of the war also prevented consummation of a plan to pool patents and regulate competition in the field of "catalytic cracking". Catalytic cracking falls within the hydrocarbon field. It may be defined as the destructive distillation of crude oil in the presence of catalysts, being distinguished from hydrogenation by the fact that there is no addition of hydrogen. (There is a so-called "intermediate zone", in which hydrogen is added but not consumed, which is distinct both from catalytic cracking and from hydrogenation.)

The exploitation of catalytic cracking processes was planned by a group of oil companies (Standard of New Jersey, Standard of Indiana, Texas, Shell and Anglo-Iranian), which had a great deal of knowledge of refining and marketing of oil products; I.G., which was experienced in the production of catalysis; and two construc-

tion companies (Kellogg and Universal Oil Co.) which were skilled in the construction of refinery equipment. In August, 1939, the parties initiated a memorandum of agreement along the following lines: The parties were to exchange all their technical knowledge in catalytic cracking and the intermediate zone. The oil companies were to cross-license each other, making some payments to I.G. because of its contribution. (Since these processes fall within the hydrocarbon field, however, I.G. was obligated to pass 80% of its receipts on to Standard under the Four-Party Agreement. This was kept secret from the other parties. Standard was willing to increase I.G.'s 20% share in order to maintain I.G.'s interest in catalytic cracking research.) Licenses were to be granted to other oil companies on royalties to be divided among the parties. The construction companies were to be made licensing agents for the USA and Canada, and presumably would obtain their compensation primarily from the construction of oil refineries for licensees, Kellogg being also given the exclusive right to design and construct catalytic cracking and certain intermediate zone equipment for Shell, Texas and the two Standard companies. I.G. was to receive all German patent rights free. The licensing outside the United States, Canada and Germany was to be handled by a licensing company owned half by Standard of New Jersey and half by Shell.

After the war started I.G. - meanwhile replaced by CRA Inc. - was informed that all parties had approved of the agreement, which contained a war clause to the effect that each party should be relieved of any obligation inconsistent with governmental restrictions.

Certificate of August von Knieriem.

On instructions from the office of the Control Officer, I.G. Farbenindustrie A.G. (U.S. Zone) I prepared a report entitled "Relations between I.G., Standard Oil (N.J.) and others", dated 3 October 1945.

.....

A revised copy of the report of 3 October, incorporating the corrections of 10 January 1946, is attached hereto. The statements contained in that revised report are true to the best of my present knowledge.

August v. Knieriem

Frankfurt a.M.-Griesheim, 12 January 1946

Die wortgetreue und richtige Abschrift des obigen Schriftstueckes wird hiermit bescheinigt.

Horst Pelckmann
Rechtsanwalt

Dr. von Knieriem
Lok. Nr. 14
Headquarters
United States Forces European Theater
Office of Military Government (US Zone)
Control Office (IG Farbenindustrie AG)
A P O 757, US Army

LL/hp
31 July 1946

TO :Dr. August von Knieriem
c/o Commandant, Dustbin

THRU :FIAT, EPES, APO 757, U.S. Army

1. Since I am returning to the United States in a few days and will probably not be personally available to answer inquiries about your work for this office, I think it appropriate to send you this letter to serve as a certificate that you have rendered willing service to the Military Government. Over a period of some months last winter you were called upon to report to me on the relationships between I.G. Farbenindustrie A.G. and various other companies, particularly in the fields of oils, nitrogen, nickel, synthetic fibers, and light metals. You performed this service quickly, willingly and thoroughly. I think it should be stated that your attitude was one of active cooperation; in other words, you did not simply answer specific questions put to you, but voluntarily came forward with a good deal of information which you understood to be of interest to this office. It goes without saying that, as a result, our work has been considerably expedited.

2. I have made no investigation of your personal activities prior to the end of hostilities, and therefore am in no position to express an opinion as to your innocence or guilt of any charges which may be made against you on account of such activities. It is my personal belief, however, that the attitude of cooperation which you have displayed does entitle you to have specific charges presented against you within a reasonable time, if such charges are to be made, and I hope that your status can be clarified in the near future.

s. Louis Lusky

Louis Lusky
U.S. Civ.
Chief, Decartolization and
and Planning Branch

Die vortgetraute und richtige Abschrift des obigen
Schriftstuecks wird hiermit bescheinigt.

Horst Polckmann
Rechtanwalt

Dr. von Knieriem
Dok. Nr. 15

Louisville, Kentucky
August 26, 1947

Dr. August Von Knieriem
c/o Commanding Officer
War Crimes Building
Nuremberg, Germany

Dear Dr. Von Knieriem:

At the time of my departure from Germany, a little over a year ago, I sent you a letter certifying that you had rendered willing and valuable services to me in my investigation of the cartel agreements of I.G. Farbenindustrie, A.G. At that time I did not think it appropriate to do more than state the nature of your services to me and my organization, without expressing any opinion as to your character.

I have recently learned, however, that you are now under indictment on charges of war criminality. In the circumstances, I think it proper to give you, for whatever value it may be, the estimate which I formed of your character during the several months in which you were working under my direction.

During those several months I reached the conclusion--which I have not previously communicated to you, or, for that matter, to anyone else-- that you are a man of the highest probity. I examined with great care your several reports to me and subjected you to searching cross examination in order to ascertain the existence of misstatements or concealments therein. I also cross-checked these reports, as far as I could, with other sources of information available to me. In no case did I discover any substantial inaccuracy or omission.

During that period I also had occasion to discuss with you your views on questions of government

Page 2 of the original

Dr. August Von Knieriem
August 26, 1947
Page 2

policy, particularly in the fields of cartel and patent law, and found that although we were frequently in disagreement, your position was based not on a belief in the totalitarian principles of the Nazi Government but on an

enlightened legal philosophy fully consistent with the best traditions of the Anglo-American Bar. As I recall, you were a member of the Nazi Party; but it is my personal opinion, based on my careful observation of you during the above mentioned association, that you did not subscribe to its doctrines.

You understand, of course, that I am no longer an employee of the Military Government and that the opinions I express in this letter are entirely my own. It may also be appropriate to state that I have written this letter without any solicitation by you or on your behalf.

I am sending a copy of this letter to the American Chief Prosecutor at Nuremberg for his information.

Very truly yours

s. Louis Lusky

Louis Lusky

LL:ah

CC: American Chief Prosecutor
War Crimes Tribunal
Nuremberg, Germany

Die wortgetreue und richtige Abschrift des obigen Schriftstücks wird hiermit bescheinigt.

Horst Felckmann
Rechtsanwalt

Excerpt from the minutes of conferences with
Mr. Howard in February 1936

Minutes 1 - 14 Contract Problems Standard

File number: Records Building S 39 I G 9

No. 7 "Results of the conferences with Mr. Howard at Ludwigshafen
and Heidelberg on 5, 6, 7, and 8 February 1936"

6.) Interchange of experience and intervention by State authorities.

Mr. Howard occasionally mentioned the very interesting fact that Mr. Russell was ordered by the government not to reveal a specific, not exactly indicated process in the field of hydrogenation. Yet, this order was withdrawn later on, as a result of a protest made by Standard.

(signed:) Duden (signed:) Ringer

This is to certify that the above is a literal and true copy of the original.

Horst Polckmann
Attorney-at-Law.

December 25, 1943 THE PETROLEUM TIMES

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American Business and Standard
Oil's Blue Print for World Trade

Secrets Turned Into Mighty War Weapons

Through I. G. Farben.

Agreement Discussed by R. T. Kaslam, Standard Oil
Company (N.J.)

I am a chemical engineer by profession. Like most chemical engineers, I have seen strange things happen - in the laboratory and in the experimental development of new discoveries. I have had many thrills looking at what was going on in a laboratory, but scarcely ever realizing that what I was seeing was indeed a miracle.

To-day I want to tell you of some of those miracles. If for no other reason, they may interest you because they are timely miracles, miracles without which we probably could not have won this war. But the most fascinating thing about them is that they are miracles which had their beginnings more than 15 years ago in the land of those same Nazis with whom we are now at deadly war. Secrets brought to America from Germany 15 years ago by American scientists have been turned into mighty weapons which to-day are blasting into bits the very laboratories in Germany where the key to them was first discovered.

I wish to make the story of these miracles the background for our discussion of "American Business and World Trade." They will give you an insight into an "International Agreement," with which I have personally been connected, one way or another, for the past 15 years. They will make you acquainted with the living accomplish-

ments resulting from the co-operative efforts of many men working long hours over long years.

Talk of Oil Shortage in 1926

It started in 1926. In September of that year the Federal Oil Conservation Board—a Board made up of the Secretaries of War, Navy, Interior, and Commerce—made a report to President Coolidge, saying that American had only six years' supply of oil in sight.

Maybe it is because oil men are optimists, but the officials of Standard Oil Company did not agree in 1926 that all of their country's oil would run out in 1934. But when so august a body as the Federal Oil Conservation Board made such a statement, Standard decided that something should be done. They did two things: -

First, they went to the far corners of the world to seek for oil, at the same time developing new geological methods of finding oil.

Second, they set out to find how to convert coal to oil - for there was known to be several thousand years of supply of coal in the States.

I was a Professor of Chemical Engineering at the Massachusetts Institute of Technology, and had been a consulting engineer to the Standard Oil Company (New Jersey) for several years.

In 1927 I took a job offered me by Standard to build an entirely new laboratory at Baton Rouge, Louisiana, for the express purpose of finding a solution to the shortage by converting coal to oil. By June, 1927, we had produced here in the United States petroleum from coal on a very small scale.

In the meantime there had been much talk in tech-

nical journals about how the Germans were using a new hydrogenation process to convert coal into oil. By this process a lump of coal is made to unite with a colourless gas - hydrogen - and the result is an oil exactly like petroleum. They had experimented along this line much earlier than we, because they didn't have much natural oil. In the summer of 1927 Standard sent three of us engineers to Germany to look the situation over. Our job was to decide whether that process was a success, and whether it would be commercially practical in the United States.

We went through the plants of I.G. Farbenindustrie at Leipzig and Ludwigshafen. In the United States at this time we had made a few small test tubes of this oil from coal in a piece of apparatus about two inches in diameter and about two feet long. In those German experimental plants I saw them carrying out this process in multiple reaction chambers, each 7 feet in diameter and 40 feet high, making gasoline from coal in tank-car quantities. This shows how far advanced the Germans were over us at that time.

As technical men, we had two alternatives. One was to spend 10 years of our lives trying to catch up with the Germans and then go on from there. The other was to buy their knowledge, bring it to America, and immediately start developments here. We recommended to the board of Standard Oil Company that they buy the knowledge. They agreed, and we gave the Germans the equivalent of about 35 million dollars.

Hydrogenation the Key to Many Miracles

That was a lot of money. And since we didn't want to be going over to Germany every three or four years, and paying a similar amount for some "new" modification or "new" improvement of this process that they might have up their

sleeve, we asked them to sell us everything they might discover that could be used in the oil business - our business - during the next 17 years, or until 1947. Seventeen years is the life of the United States patents on hydrogenation we proposed buying.

"But," they argued, "while your request is reasonable, what is to prevent your using our inventions - or other inventions you make as a result of the knowledge we will give you - against us in our business - drugs and dyes?" To overcome this objection we said that "while we have never yet carried out research in the drug and dye fields, and have never taken out a single patent along these lines and have no intention of doing so, if we do we will sell them to you at a fair figure." This agreement, incidentally, is the basis for all the loose talk 12 years later about our having created a "cartel."

Now I want you to remember that hydrogenation process. We brought it over to the States and immediately made it available to the whole oil industry. Its acquisition by American interest was hailed in newspapers. In the three years it was being negotiated it was written up on 11 occasions by The New York Times alone. During the next five years we spent \$ 15,000,000 in America in research developments on the process. We found out better and cheaper methods for making oil from coal, and if American oil wells should ever run dry the American oil industry will be ready to make out of coal the gasoline to run our automobiles and trucks and buses and aeroplanes.

This same hydrogenation process - which Germany now uses to supply over one-half her war-time use of oil - was to be the key that years later unlocked the door to a lot of

miracles that we didn't dream of then. It was this very process which first provided 100-octane aviation gasoline in commercial quantities, thus enabling - as early as 1936 -

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the United States and British Air Corps, the Pratt and Whitney, and the Wright aeroplane engine companies in America, and the Rolls-Royce, the Hercules, and the Bristol factories in England (but not the Germans) to re-design their aeroplane engines and increase their power for a given size and weight of engine by 25 to 30 per cent. - the edge in the air that often means victory or defeat, life or death. A British authority has stated that it was the use of 100-octane gasoline - first made commercially possible by America's use of the hydrogenation process - in the Hurricane and Spitfire fighters that was largely responsible for victory in the Battle of Britain - a miracle not only for the "many" who owe so much to so "few," but a miracle, too, for us here in America.

Let us shift from fuel to explosives. To me, here is another miracle - the transformation of petroleum to the coal-tar product toluol, the second "T" in T.N.T., the high explosive tri-nitro-toluol that is used in shells, bombs, and torpedoes.

In World War I about 95 per cent, of the toluol came as a by-product during the production of coke used in the manufacture of steel. Production was very limited. In spite of all America could do we ran very short of toluol in World War I, although the use of bombs and high explosives in that war was only a small fraction of what this war requires.

To-day America and her Allies have huge quantities of toluol, thanks to the help of the very oil hydrogenation process that German originated.

In 1933 we first discovered this application; six years later, after working steadily with the War Department from that time on, and unknown to the I.G. or any other company, the first tank car of synthetic nitration-grade toluol ever made in the world was shipped from our refinery at Baton Rouge, Louisiana, sixteen months before World War II broke upon us.

From a Little Bottle Labelled "Oppanol"

Very promptly after a large plant was built for the Ordnance Department, which went into production one month before Pearl Harbour. Since then this plant has operated continuously at over two times ^{its} rated capacity, and has supplied about two-thirds of all the toluol for the high explosive T.N.T used by the combined United States Army, the Navy, and the Air Corps for the entire year 1942.

We're proud to-day to know that four out of five of those bombs dropping on Germany and on the territory occupied by Japan come from petroleum, and that most of them use toluol made by that hydrogenation process we bought from Germany 14 years ago.

Another miracle that I want to mention briefly is a substance that many may never have heard of. We called it "Paratene". We obtained this product from the I.G. because we had insisted on getting all their oil inventions during the life of the hydrogenation patents.

In 1932, two years after the agreement was made, one of our chemists picked up a sample of this chemical curiosity in an I.G. laboratory and brought it back home with him - a little bottle of what the Germans called "Oppanol".

Back in America some of the men in our laboratories had been working for years on a very worrisome problem - the

problem of overcoming the effect of heat and cold on the fluidity of lubricating oils. Oil, like molasses, thickens when cold and thins out when hot.

Well, our chemists finally found that this chemical curiosity of the Germans was exactly the missing link that research chemists had for years been looking for to give oil a more stable viscosity under changing temperatures. We found that this substance could be dissolved in oil, and that when a very small quantity - only two or three per cent. - was added to oil, the oil did not thin out nearly so much under extreme heat nor thicken up so much in extreme cold.

Do you remember how the German tanks bogged down in Russia? Did you wonder why it was that the Russian tanks kept going last winter - why it was that Russian armament drove the Germans back toward Poland when the freezing cold set in, even when the German communiqué complained of cold so bitter that the oil froze in the motors? The Russians had "Paratone", made in New Jersey, U.S.A., from a process originated in Germany in 1932, and used first by us in lubricating oils in 1934, and which the Germans couldn't use because they lacked the needed raw materials.

Have you wondered, why our fighting planes in Africa can work smoothly at stifling desert heat and then zoom to stratosphere cold of -550 F. and still work as smoothly? They had similar "Paratone"-treated oils.

Did you ever puzzle over the problem of why gun turrets on Flying Fortresses worked as smoothly at 30,000 feet as at 200 feet? They have been operated by hydraulic oils also made from "Paratone."

Every single gun firing a shell larger than about 37 mm. in the United States Army and Navy has its terrific recoil

absorbed by "Paratone"-treated oils. Every turret on every warship and every turret on every tank has been swung around and its guns raised and lowered by "Paratone" -treated oils, thus making their fire power greater and more accurate.

Yes, truly a miracle as well as the irony of fate.

The next miracle I want to touch on briefly is one about which all of you have heard a great deal during the past two years. In many ways it is the most important miracle of them all - synthetic Buna rubber.

A basic ingredient of Buna rubber, as you know, is butadiene. Because they lacked oil, the Germans learned to make butadiene from coal. But because butadiene could also be made from oil, a part interest in the Buna rubber process itself (3/8ths) came to us because we had insisted back in 1929 on getting all off I.G.'s inventions in oilchemistry until 1947. Consequently we learned a great deal not only about synthetic rubber, but how to make it from oil.

Twelve Years' Research Went Into Buna

By the time the Nazi army marched into Poland the Germans had just gotten into operation their first largescale commercial Buna plant of 25,000 tons capacity - probably about one-tenth of their war requirements and about 1/40th of our present programme. At that time (1939) few people in Government or out dreamed that, even if war ever came with Japan, the Japs would be able to take Singapore and the Dutch East Indies. Nevertheless, there had been in the States nearly 10 years of study of the problem of producing Buna from oil. By 1938 Standard had been conducting initial conversations with the leading rubber companies in the United States on the merits of the Buna rubber process and product. And by 1939 five lead-

ing American rubber companies were running tests on Buna rubber tyres. (I, myself, took a sample to one rubber company as early as 1934.)

The Germans, under the contract that we had made with them 10 years earlier, owned a majority interest in Buna rubber - their own invention. However, by a settlement with them in September, 1939, we obtained from them all their rights in the Buna rubber process for the United States and the British and French Empires, and gave up our rights in this process for the rest of the world. A few weeks later - two whole years before we got into the war - we were down in Washington reporting the new situation to the Army and Navy Munitions Board, seeking their advice on future developments of synthetic rubber in the United States. From then on we were in constant contact with eight different agencies of Government on this problem. When the Japs struck that Sunday morning at Pearl Harbour we didn't have synthetic rubber in any large quantity, but we had the knowledge obtained by over 12 years of research work, and finally, with the help and co-operation of Government and many others, we had got ourselves in a position where we could make a start. And several months later,

(Continued on page 723)

December 25, 1943

THE PETROLEUM TIMES

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AMERICAN BUSINESS AND STANDARD OIL'S BLUE PRINT FOR WORLD
TRADE

(Continued from page 700)

when the Japs took the Rubber of Java and Sumatra, we were on our way. The rest of the story you know. William Jeffers, former Rubber Czar, down in Houston a few weeks ago, said that the

Dr. von Knieriem

Dok. Nr. 17

- United States rubber programme would be a year and a half behind where it is now if it had not been for that pre-war research Standard Oil Company (New Jersey) conducted, which started in 1930, following our 1929 agreement with I.G.

There are other miracles besides these that I have mentioned, all of them powerful weapons of modern magic that came in to being in time to help us win most important war in history against the evil and ruthless forces dominating the very country where the miracles had their beginning. There is not time to discuss all of them.

Furthermore, there is another aspect of this situation that I would like to take up with you. Public opinion polls, such as the Fortune poll, conducted by Elmo Roper, show that fully three-fourths of the American public is in favour of the United States taking a larger part in world affairs after the war than we did before the war. Not all of the balance are opposed to the idea. Many of them confess they simply have not made up their minds. A clear majority - in fact, nearly 60 per cent, of all the people - would carry this participation in world affairs to the point of an organisation which had a World Court and a police force strong enough to enforce its decisions, and in which the United States participated actively.

Dr. von Knierim

Dok. Nr. 17

Die wortgetreue und richtige Abschrift des obigen
Schriftstücks wird hiermit bescheinigt.

Horst Pelckmann
Rechtsanwalt

Excerpt from the "New York Times" of 27 March 1942

The charge made by Thurman Arnold, Assistant Attorney General, before a Senate Committee to the effect that Standard Oil Company of New Jersey had hindered and delayed the production of synthetic rubber in this country was declared yesterday by W.S. Farish, president of the company, to be "wholly without foundation."

.....
Mr. Farish in his statement, said:

"The facts on the butyl rubber development are as follows:

.....
In 1938

.....
"The allegation that the I.G. was at that time withholding technical information from Standard on German synthetic rubber, and therefore Standard should not have lived up to its commitments, is untrue. I.G. was at the same time supplying Standard with much desired information on the production of raw materials for Buna rubber from oil. The only thing I.G. was withholding was the detail of their government-sponsored program of producing Buna rubber from coal in Germany.

This is to certify that the above is a literal and true copy of the original.

Horst Polckmann
Attorney at Law

Auszuge aus

"B u n a R u b b e r"
The birth of an industry

by

Frank A. Howard

1947

D. Van Nostrand Company, Inc.
New York

-,-

INTRODUCTION

I first became acquainted with the author of this book, Frank Howard, when in World War I both of us found ourselves in Washington exerting ourselves to the utmost to aid the Allies with any scientific knowledge which we had that might be made applicable to the pressing problems confronting the armed forces. As a result of this acquaintance, at the close of the war Professor Ira Remsen, ex-President of Johns Hopkins University, and Mr. Howard came to me to ask for my assistance in some of the problems of the petroleum industry in which they were engaged, and for a few years thereafter I saw much of Mr. Howard's own activities and found in him a man of high character, fertile scientific imagination, and of penetrating intelligence, both in petroleum science and in law. It was because of this association that I had some little familiarity with the negotiations carried on by Mr. Teagle and

Mr. Howard on behalf of the Standard Oil Company of New Jersey, and Dr. Carl Bosch of Germany, Nobel prize winner in chemistry for 1930, on behalf of the "I.G. Farbenindustrie." For all three of these men I developed a very high admiration.

I have had the opportunity to look over the proof sheets of this book, and am sure that the history which it narrates comes from the pen of one who knows more about that history than any living person. It therefore represents a contribution of great interest and value to both petroleum and rubber chemistry, as well as to the understanding of the political and scientific developments which were intimately connected with both World War I and World War II.

The factual attitude and the scientific objectivity which Mr. Howard has maintained throughout his narrative, in particular his entire freedom from caustic criticism in spite of the fact that the book lies in two highly controversial fields, international big business and governmental administration, gives it a unique value as a case history in those fields. It is written with a detachment extraordinarily rare for anybody who was so active a participant in the developments which it narrates. In it Mr. Howard appears not in the role of a propagandist. He is clearly concerned only with getting a factual account of a critical chapter in the evolution of our present-day world.

November 27, 1946.

ROBERT A. MILLIKAN

Chapter I

"Rubber"

Page 2 of the original 4. paragraph

I first saw a piece of synthetic rubber almost immediately after I joined the Standard Oil Company (N.J.) organization in October, 1919. Neither in "life" nor in strength was this synthetic rubber at all equal to the natural material. But it was a soft plastic material which would stretch and, by Midgley's homely definition as well as by the more conventional reasoning of organic chemists, it actually was rubber of a sort.

Dr. Clarence I. Robinson, then Standard Oil's chief chemist, had been abroad early in the year visiting the Company's European refineries for the first time since 1914. The desperate last years of the first World War, he found, had ^{page 3 of the original} reduced the German oil industry to a shadow. Like a starving man, it had been trying, with the aid of chemistry, to live on anything it could find. The rubber industry had been even harder it, if possible, than oil. There was absolutely no crude rubber available, and rubber was desperately needed, not only for tires but also for electrical insulation, for balloon fabrics, for hose, for engine packing - in fact, for almost every piece of industrial, marine, naval or air equipment. Germany's success in meeting this problem, at least to a small extent, by producing several tons of synthetic

rubber a day during 1917 and 1918 was regarded at that time as an outstanding chemical achievement. Dr. Robinson was able to obtain a sample in 1919, and this he brought back and showed to me in October of that year. He was not sure of the origin of the sample, but he believed it was from synthetic rubber made by the Badische Anilin und Soda Fabrik of Ludwigshafen-am-Rhein.

This first German synthetic rubber was not the same chemically as natural rubber. The Germans had chosen as their raw material dimethyl butadiene, a hydrocarbon molecule closely akin to isoprene. They had apparently developed at least three different techniques to polymerize these molecules into long chains resembling natural rubber. The synthetic rubbers produced were called methyl rubber. One technique produced a tire rubber; another, a rubber for hard molded products such as battery boxes; and the third, for fine products such as wire insulation for airplane magnetos and coatings for balloon fabric.

The "rubber" of Dr. Robinson's sample, which was examined in Standard's Bayway research laboratories in 1919, was so bad that we could well believe the stories that solid tires made of it had to be jacked up at night in cold weather to prevent them from developing flat spots where they rested on the ground. But it was, histori-

cally, the seed of the Buna syn-

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thetic rubber which kept the wheels of civilization turning twenty-five years later.

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Chapter II

Oil from coal

The stream of fate which carried to America two of Germany's greatest scientific achievements, first the production of synthetic oil and then, in the nick of time, the production of synthetic rubber, had its origin far back in the history of America's foreign trade.

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I arrived at Mannheim on March 28, 1926. This city, at the juncture of the Rhine and Neckar rivers almost directly east of Paris, was at that time a large and pleasant industrial metropolis. Between the Rhine and the French border lay the fertile plains of the Rhine Palatinate and the disputed mining province of the Saar. On the west bank of the Rhine, across from Mannheim, was Ludwigshafen, main production and technical center of the Badische company. The French army still occupied the Rhineland, and bridges between Mannheim and Ludwigshafen were patrolled by French troops. The main works, offices and laboratories of the Badische company at Ludwigshafen were all in the French zone of occupation. The Badische therefore maintained a general

office in Mannheim and a small executive office in the ancient university town of Heidelberg, some ten miles up the Neckar river.

At Ludwigshafen I was plunged into a world of research and development on a gigantic scale such as I had never seen. The Badische was one of the largest, oldest and most successful chemical companies in the world. The management had had time to balance the cost of new industries against the earnings which they produced, and had reached the conclusion that sound industrial research was the most profitable of all their investments.

With this background and policy the company had undertaken to convert coal into oil. They had chosen as the point

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of attack the direct addition of hydrogen to coal, the operation shown to be possible by Bergius but never successfully industrialized. The fact to be faced was that before an industry could be built up based on making oil out of coal, new scientific discoveries and much development work were needed. First, and most important, some means had to be found to make the reaction go faster. More of the coal had to be converted to oil more quickly.

When a chemist wishes to speed up a reaction, he has, generally speaking, three ways to turn: he can increase the temperature; he can increase the pressure or concentrat-

ion of the reacting materials; most useful of all, he can try to find a substance which will act as a "middleman" to bring the reacting substances into the most intimate contact and thus facilitate their union or interaction. The "middleman" is called a catalyst.

Badische had found catalysts that would work successfully. They were cheap, hardy and long-lived. Especially, they were immune to the disease which had proved fatal to all such catalysts previously tried-sulphur poisoning. These new catalysts thrived on sulphur, an impurity always found in oil and coals, and if there was not enough sulphur present to meet their appetites, more was added.

This was really a new race of catalysts - catalysts which not only caused hydrogen to unite with coal to convert it into oil, but also caused heavy oil to decompose and simultaneously react with hydrogen to make gasoline or kerosene or diesel fuel. With these catalysts and hydrogen, inferior grades of crude oils or coal tars could be converted entirely into highquality gasoline. Operations had first been proven on a laboratory scale. From there they had been carried forward through increasingly large units which were already in use at the time of my first visit. There were hydrogen reactors 30 feet high, operating at pressures of 3000 pounds per

square inch, and internal temperatures up to a visible red heat.

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I spent a day surveying these laboratories and experimental installations at Ludwigshafen, returned early to my hotel, and wrote a brief report which I forwarded at once to Paris where I knew that Mr. Walter C. Teagle, President of the Company, and some of Standard's other senior executives were visiting at the time. I urged that they join me at the earliest date.

A few days later we met in the lovely medieval town of Heidelberg and sat down together there to ponder the effect the startling scientific developments at Ludwigshafen, ten miles away, would have on the world's oil industry.

Two things seemed clear.

The first was that if the worst types of crude oil and tar could be converted entirely into gasoline, the oil industry would no longer need to worry about having its products get out of balance with demand.

The amount of gasoline naturally present in crude oil is relatively small. By the simple distillation methods used in the early days of the industry to separate the crude oil into its component fractions, four barrels of crude were required to produce less than one barrel of gasoline. So long as the principal product sought from oil

was kerosene, the amount of gasoline obtained did not greatly matter. Actually, some of it had been dumped as waste. But invention of the automobile and the electric light changed the situation. The need for kerosene declined, while the demand for gasoline increased constantly. About 1911, Dr. William N. Burton of the Standard Oil Company (Indiana) developed the first practical process for application of heat and pressure to crude oil to crack some of its large molecules into the smaller, lighter molecules of gasoline. The Burton process and the later more highly developed cracking processes turned out a barrel of gasoline from about two barrels of crude.

But it was apparent that this might be inadequate. At the rate the automobile industry was growing, no one could see how the oil industry was going to meet the

demand for gaso-

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line. Senator LaFollette¹⁾ had predicted that gasoline would go to one dollar per gallon and a good many sensible people feared that he was right. The Badische process by which the entire barrel of crude oil could, if necessary, be converted into gasoline was therefore of the utmost potential value.

1) The elder.

But fundamentally more important, perhaps, was a second consideration - the conversion of coal into oil. Throughout the history of the oil industry there have been recurrent crises when it seemed that crude oil reserves were dwindling dangerously. The nation was experiencing, at that time, such a crisis. New fields which had been brought in were disappointing in size, and in the United States there was a widespread pessimism about oil prospects. Mexican fields had shown some promise, but the most abundant supplies were of poor quality, containing as little as two or three per cent of gasoline. The least hopeful of the American authorities estimated the total known reserves of oil in the United States as not more than seven years' supply.¹⁾

While not so pessimistic as that, most of the people in Standard's organization considered it prudent to explore alternative sources of liquid fuel. Accordingly, some costly programs had been undertaken. The first was to prospect for and acquire good deposits of oil shale; and the second, to try to develop economical processes of roasting this shale to extract the oil. Standard had gone far enough along both lines to be somewhat discouraged. The good shale deposits of large size were in Colorado, Wyoming and Utah, one to two thousand miles from large consuming oil markets. To mine the shale and transport it to a location

1) See report of Federal Oil Conservation Board 1926.

suitable for roasting or retorting was a colossal undertaking. Retorting of shale had been carried on in Scotland over several generations; the process was entirely workable, but costs of equipment and operation were high. Last of all, the shale oil when obtained - an average ex-

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pected yield was about one barrel from each ton of shale-presented more problems in refining than our lowest grades of crude oil.

By contrast, the Badische method of hydrogenating coal seemed much more rational and attractive. This method converted the coal directly into an oil product containing a reasonable proportion of gasoline, and by treating again with hydrogen, could convert the entire balance, if necessary, to gasoline. It was known that America had enough coal deposits of fair quality and in locations near consuming areas to provide for its oil requirements for hundreds of years at least.

It was 1926 when this small group of Standard Oil Company (N.J.) executives sat there in Heidelberg and talked of the future of the oil industry. It seemed clear that the German hydrogenation processes, and the new horizons they opened, were tremendously significant - perhaps more significant than any technical factor ever

- 1 -

introduced into the oil industry up to this time. Their commercial importance would depend, of course, upon the cost of equipment and operations involved. The basic scientific problems seemed to be mostly solved, but the economic result would depend upon the effort spent in developing and improving the practical operations.

It was clear also that these new techniques affected another factor in the world's oil picture, that is, the nationalistic factor. Every nation had to have oil. If nature had not put oil within a country's borders, it had to be imported. Save for the United States and Russia, the nations which were the great oil consumers were not important oil producers. But Europe and even Asia, Africa and the west coast of South America had large coal supplies. Although hydrogenation of coal probably could never compete on an economic basis with crude oil, so long as supplies of the latter were adequate for world demand, it could be made the foundation of a protected manufacturing industry in many countries willing to pay the price.

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By this time another officer of the company had joined the party at Heidelberg. It was agreed we must at once determine as well as we could the present status and prospects of the hydrogenation technique.

In the following days all our party inspected the laboratories and plants at Ludwigshafen. We talked separately and in groups with the Badische executives. The best guess we could make was that, although it would probably be several years before the hydrogenation operations would be ready for general use, it was very likely that they would eventually prove to be practical on a large scale. The cost of gasoline produced from coal would, we guessed, be from 15 to 30 cents per gallon¹⁾, much higher than that of gasoline from crude oil so long as new reserves of oil could be found, but not high enough to prevent the growth of the automobile industry if oil supplies should fail. And although there were very little data yet available, it seemed also probable that the hydrogenation process would also be of value in the refining of natural petroleum.

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- 1) This guess proved about right. Some estimates as low as 11 cents were made later but actual experience was nearer 25 cents.

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Chapter III
"American Rights In German Synthetic Rubber"

During the summer of 1926 the question of how to establish some sort of working arrangement on the hydrogenation process continued to receive the attention of Standard Oil Company (N.J.) and the Badische Company.

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In the early summer of 1927, a party of Standard

officials, including Mr. Haslam and Mr. William C. Asbury of his new Baton Rouge staff, went to Germany for detailed talks with the I.G. scientist. By this time the Germans were becoming quite frank in their disclosures of technical information. It was understood on both sides that some agreement which would permit technical cooperation was certain to be made, although no one could yet predict what it would be.

In the autumn of 1927 Dr. August von Knieriem, the Ba-
Page 23, of the original
dische legal director, came to New York. Together he and I made an outline draft of the first contract between Standard and I.G. Everyone realized the potential importance of the agreement, and our negotiator's draft was subjected to the most careful study by the lawyers for each party. Mr. John W. Davis, former Solicitor General of the United States¹⁾, represented Standard as its general legal counsel and Mr. Charles Neave, former President of the International General Electric Company was patent counsel. The senior officers and directors of both companies followed the negotiations closely and the final contracts were promptly accepted and signed in September, 1927, on the authorization of the Boards of Directors of the parties.

1) Ambassador to England 1918-1922. Democratic candidate for President of the United States in 1924.

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The contract with Standard was to run for twenty-five

years. At the request of the Germans, it was supplemented by an exchange of letters between the two companies, signed by Mr. Teagle for Standard and Dr. Bosch for I.G. These letters expressed the reliance of each upon the good faith of the other and declared that the parties would renegotiate the contract provisions to meet future legal problems as they arose. The text of the two letters, which were identical, read:

"Referring to our agreement of Sept. 27, 1927, we wish to state that it is our understanding that the discussions of the parties in connection with the negotiation of this agreement have shown that each party purposes to hold itself willing to take care of any future eventualities in the spirit of mutual helpfulness, particularly along the following lines:

In the event the performance of the agreement or of any material provision thereof by either party should be hereafter restrained or prevented by operation of any existing or future law, or the beneficial interest of either party be alienated to a substantial degree by operation of law or governmental authority, the parties should enter into new negotiations in the spirit of the present contract and endeavour to adapt their relations to the changed conditions which have so arisen.

Further, in the event the interest of either party should suffer from some cause which might be rectified by the change of the form of the agreement, while preserving its substance and the interest and obligations of the parties in the subject matter thereof, the parties should, and will, endeavour to revise the form of the agreement in such particulars as may be necessary to overcome the difficulty encountered.

This letter is intended to make a record of the discussions of the foregoing subjects and of the understanding which we have of the position and intentions of the parties and of the spirit in which the parties have agreed they will approach and endeavor to carry thru the readjustment of their contractual relations if such readjustment is necessary for the protection of the interests of one party and does not diminish the effective rights or interests of the other party, as fixed by the original contract."

By American legal standards these letters were only an

unnecessary record of good intentions.¹⁾ But no one could object to their purpose, and with their own past experience and uncertain future in mind, the Germans thought it a good thing to supplement the actual contract covering the long uncharted course ahead by these letters express-

1) Under the mistaken impression that these letters had originated two years later when the 1927 contract was replaced by three new agreements, the letters were described by critics of Standard appearing before a Congressional Committee in 1942 as a "Co-ordination Agreement" to "co-ordinate" the three 1929 contracts.

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ing the moral obligation of the two companies to try to correct any inequities which might arise.

The 1927 contract was too limited in its scope to be entirely satisfactory to either side, even when it was made, and the difficulties quickly became more apparent. Having no basis of agreement at all outside of the United States, the two companies found themselves competing to obtain foreign patents on inventions on which they were supposed to be working together. The inventions and improvements useful in oil hydrogenation could usually be applied also in coal hydrogenation but the fate of coal hydrogenation in the United States still remained entirely in the hands of the I.G.; and neither Standard nor any other American company could do anything about the process in the United States without

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the consent of the Germans. It was also becoming quite apparent that the technical knowledge exchanged between the parties and acquired by both as the result of their joint research on oil hydrogenation was of great potential value outside the scope of the contract. Each party would inevitably use to its own best advantage, everywhere and in every way, whatever it learned from the other. Frank and full cooperation in research under such conditions was an impossibility.

Through the next two years, while we were proceeding together as best we could with the oil hydrogenation research in the United States only, the parties discussed these difficulties and new questions amicably. There was an effort on both sides to apply in the broadest way the principles of fair dealing to which the chief executives of the two companies had committed them by their exchange of letters in 1927.

Standard was quite willing to expand its existing limited interest in the German hydrogenation process⁸⁸, an interest for which it had made no direct payment, but the Germans could not see that this would be either practical or fair to them. Dr. Bosch pointed out the possible conflicts of interest between the I.G. and Standard in the upbuilding of a ^{Page 27 of the original} great synthetic oil industry in Europe, and was also quite frank in saying that his company had now spent such enormous sums on the hydrogenation process that they

could not part with any further interest in it save for a very large direct payment. The only clear road Dr. Bosch could see was for Standard to buy all the I.G. interest in the process except for Germany.

This suggestion was referred by Standard's Board to a committee made up of Mr. Heinrich Riedemann, Standard's general European sales manager, Mr. Edgar M. Clark, vice president in charge of refineries, Mr. Haslam and myself. In December, 1928, the committee recommended a purchase formula. Standard would buy the hydrogenation process and all substitute and related processes of the I.G. for the world outside of Germany, but the purchase price would be reduced below the figure which it had been intimated was in the minds of the Germans by leaving with them a royalty interest. This would also give a continuing incentive for the Germans to help Standard improve the process and secure licenses. At least part of the purchase price was to be paid in Standard's stock, instead of in cash. This would give the Germans a further incentive to assist Standard in commercializing the process. Standard's Board approved this formula and it was transmitted about the end of the year 1928 to the Germans who were understood to have reacted favorably.

In March, 1929, the I.G. directors came to New York with the avowed intention of completing the discussions. They began by accepting in principle Standard's purchase offer.

They preferred to have the entire purchase price instead of only a part of it in Standard stock. The amount was fixed at 546,011 shares, which was about 2 per cent of Standard's total issued stock. During the period of the discussions and before the actual delivery of the stock, its market price fluctuated through a considerably range and in the period immediately following the market price was as low as \$ 20 a share

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- as high as \$ 30 a share. On this basis the purchase price might have been said to be anything

between \$ 11,000,000 and \$ 44,000,000.

The average market price on November 8, 1929, the day preceding the actual delivery of the shares, was \$ 65 and on this basis the purchase could be said to have cost \$ 35,000,000 which was the figure used on Standard's books.

But while the Germans were willing to accept Standard's offer for the hydrogenation process, they pointed out the necessity of reaching agreement also on two other lines.

First of all they wanted to finalize the long-drawn-out discussions which had been going on in Germany concerning the basis on which Standard's German subsidiary, D.A.P.G.,¹⁾ would distribute for the I.G. the synthetic gasoline which they were soon to be making from brown coal in large quantities. Standard had already accepted this in

1) In excess of the outlet provided by the jointly owned distributing company Gasoline A.G.

principle, and in due time these German gasoline sales discussions were concluded satisfactorily and reduced to a contract.

The last and most difficult question arose from the fear of the I.G. that Standard would use the knowledge of catalytic chemistry which it drew from them in the joint work on hydrogenation to compete with I.G. in its own chemical business. If, for example, I.G. showed Standard how to treat coal tars catalytically to make intermediate oils for further refining into gasoline, what was to prevent Standard from using this education to start the manufacture of dye intermediates from coal tar? The answer, of course, was that Standard was in the oil business, not the dye business, and would not jeopardize its technical cooperation with I.G., which was indispensable for the development of hydrogenation, for the sake of some small additional earnings to be made by entering a field so remote from any of its business as the dye industry. But further discussion of this subject showed that there might be border-line cases and that Standard as well as I.G. might have

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cause for concern. A formal agreement called the Division of Fields Agreement^{x)} was therefore drafted under which the two companies declared their intention of adhering to their own respective lines of business—that is, the oil business for Standard and the chemical business for I.G. Each agreed to offer to sell to the other, on reasonable terms, any new development it might have which was really in the other's line of business. Although these provisions were limited to the period in which the parties were to be cooperating technically in the perfection of the hydrogenation process and seemed at the time to be fair and constructive, they were later criticized as tending, in theory at least, to discourage possible

competition between two great industrial companies.

Whatever might be the theoretical objections, these two reciprocal covenants between Standard and I.G. were never invoked, and were of no practical importance. On the other hand, the Division of Fields Agreement contained a third covenant which became of great importance. Under the third covenant I.G. agreed to offer to Standard a minority participation in any new process I.G. developed for making chemical products from oil or natural gas. It was through this last covenant of the Division of Fields Agreement that there came to America the Buna synthetic rubber process by which synthetic rubber could be made from oil.

The main agreement for the purchase of the hydrogenation process became quite complicated before it was completed in November, 1929. To meet increasing complexities of the federal and state laws, Standard Oil Company (N.J.) had become a holding company and it was necessary for it to act in such matters only with its principal operating unit, a Delaware corporation called Standard Oil Company of New Jersey. It also became necessary to organize a new Delaware corporation to take title to and manage the hydrogenation patents, in

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order to avoid conflicting obligations of Standard itself under some existing patent contracts. Standard made a virtue of this last formal necessity by inviting I.G. to subscribe to 20 per cent of the capital stock of the patent management company. This brought the Germans into direct contact with the actual licensing of the patents, so that they could be of all possible assistance and also could be assured that the licensing was always handled in the fairest way, not favoring Standard's own subsidiaries at the expense of I.G., who were

by the purchase contract entitled to continuing royalties to be paid out of what was collected by the patent management company.

It was well known throughout the world that the hydrogenation process had originated with the I.G. and its predecessors, the Badische, and that their laboratories were the seat of most of the world's knowledge of this new and difficult branch of chemistry. To capitalize on this reputation Standard therefore called its new patent management company, which was responsible for selling the German processes to the oil industry of the world, Standard-I.G. Company. On their own part, the Germans were very willing to agree to these plans. Pride in their scientific achievements was always very strong with them and any commercial arrangement which gave them full credit before the world for their technical genius was more than welcome. Our recognition of this national characteristic was perhaps the most important factor in maintaining a steady flow of scientific information from the great I.G. laboratories through the years which followed.

The 1929 agreement was widely publicized at the time both in the United States and in Germany .

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PLAN WIDER RIGHTS FOR OIL CONVERSION

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Seite 32, letzter Absatz:

Following completion of the 1929 contracts, Standard had unrestricted access to the scientific work relating to coal and

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oil under way in Germany. Research on hydrogenation processes

were being pushed on a scale unprecedented in the brief annals of organized industrial research. At three great factories, Ludwigshafen on the Rhine, at a new plant called Oppau also on the Rhine just below Ludwigshafen, and at the enormous Leuna synthetic ammonia plant near Leipzig, hundreds of German engineers and chemists were at work on plans for the new German synthetic oil industry. Standard's young technical organization in Louisiana was being expanded but found it difficult to digest the mass of costly research data from the I.G. laboratories and technical reports from our own engineers inspecting the German experimental installations.

Included in the reports from I.G.'s laboratories were references to current research work on two new synthetic processes, the production of fatty acids from paraffin wax and the manufacture of rubber from hydrocarbon gases similar to those from oil or natural gas. These new synthetic processes did not come within the terms of Standard's purchase contract, which was limited to petroleum products and substitutes for them. But under the Division of Fields Agreement which had been intended to prevent the two companies from becoming irritated over minor conflicts between the chemical and oil fields, I.G. had agreed to offer Standard on reasonable terms a minority interest in any new process which used oil or natural gas as raw material for a chemical manufacturing operation. The embryo processes for synthetic fatty acid and synthetic rubber seemed to fall within this language and the question of procedure on such matters was raised with I.G. After a short negotiation the question was settled to the satisfaction of both companies by a new formula which v. Knieriem of I.G. and I evolved out of the advice of our associates.

Instead of paying the I.G. in cash for a minority share in processes of this kind in which Standard was inter-

estes, we would pay by giving them a minority share in any similar

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processes of our own. This new formula was incorporated in a contract of September 30, 1930,* under which the parties organized a Joint American Study Company to handle these embryo oil-chemical processes.

* Appendix, p.252.

○ Seite 35:

CHAPTER IV

INFANCY OF SYNTHETIC RUBBER

○ The Joint American Study Company (abbreviated to "Jasco") which was to be the joint vehicle for the commercial testing and licensing of new processes developed by either party for making chemical products from oil raw materials was organized as a Louisiana corporation on October 23, 1930. Standard and I.G. owned the shares of the company equally, financed it equally, and alternated the presidency between them. When a new process for creating chemical products from oil raw materials had been developed to the point where it was ready for commercial testing and licensing, the originator was to offer the process to the joint company for that purpose. Each new process was to be a separate venture of the joint company. The party originating each process was entitled to a 62½ per cent interest (five-eighths) and the other party 37½ per cent (three-eighths).

At the time the Joint American Study Company was formed, I.G. had a group of new processes ready to deliver to it. It was ten years later before Standard had originated any process to which the provisions of the agreement could be

applicable. This process, the production of the Butyl type of synthetic rubber, was an indirect result of research by Standard on an earlier process brought into the Joint Study Company by the I.G.

One of the Buna rubber processes was the first thing to be taken up by Jasco. The name "Buna", given by the I.G. to their type of synthetic rubber, comes from the initial syllables of the two materials first used to make it: butadiene and na-

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trium (sodium). After methodical exploration of possible origins for synthetic rubber, beginning with the "methyl rubber" which they had made in the first World War, I.G. had chosen as their starting point butadiene, probably the simplest structurally of all molecules which will readily join hands to form long chains. Three problems had still to be solved before Buna could be successful: it was not yet known how to produce large quantities of butadiene cheaply; the polymerization or conversion operation - for which the Germans at first used metallic sodium as a catalyst - was expensive and troublesome; and the Buna product itself was inferior in quality.

In their work up to this time the I.G. had produced butadiene from acetylene gas, which they obtained in the usual way from calcium carbide made from coal and limestone in an electric furnace. Since it was not being made from oil or natural gas, Buna rubber did not come, at that stage of its development, within the terms of the Joint Study agreement. However, I.G. was working on a process for making acetylene from oil gas or natural gas by passing the gases through an electric arc. If butadiene could be produced from oil in this or any other way, its conversion into Buna rubber would auto-

matically go to the Joint Study Company for development.

It was decided that Standard, through the Joint Study Company, would undertake to develop at Baton Rouge the conversion of oil and natural gas into acetylene gas, and that the I.G. would continue in their German laboratories their work on the production of Buna rubber from acetylene derived from coal.

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Seite 39, 2. Absatz:

The Joint American Study Company then opened discussions with the General Tire and Rubber Company of Akron. By the end of May, 1933, an agreement had been reached and shipment of samples to the Akron factory had been begun. Dr. Stoecklin of I.G. spent some months in the United States working at the General laboratories and visiting other rubber experts. At this same time the Goodyear Tire and Rubber Company became interested but it was decided to await the outcome of the work with General before doing anything further. General's final report on the study was dated April 27, 1934. It found the Buna product unsuitable for handling in standard factory equipment, and the quality of the products made from it definitely inferior to those made of natural rubber.

This report was, for us in America, the "end of the beginning" of the Buna development. Still working on the electric arc process and its related developments, the Joint Study Company had found a workable, but much too expensive process for obtaining butadiene from oil or natural gas. All along the line, we had attained a fair degree of technical success, but commercially our efforts seemed to have ended in complete failure.

I.G. seemed to have arrived at about the same impasse in their work in Germany. They were able to convert butadiene

into a synthetic rubber which appeared superficially to be of fairly good quality/even better than natural rubber in some few characteristics. But the production cost was still far out of the range of commercial competition with natural rubber, and the quality was found, both in the German and in the Ameri-

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can experiments, to be not only inferior on the whole but also unsuitable for commercial handling in rubber factory equipment. It was doubtful if any quantity of the Buna could be sold at any price so long as natural rubber was available.

Just at this time another element was introduced into the situation abroad by the German government's "Four Year Plan". Under this program, adopted in 1933 by the new National Socialist government, the German economy was to be rebuilt within four years under the leadership of Hermann Goering to achieve the maximum degree of national self-sufficiency. The synthetic oil-from-coal program, already well started, was to be greatly expanded and real efforts made to develop other new synthetic industries.

Because of its importance both from a military and economic standpoint, synthetic rubber was to be ^{one} of the pillars of this autarchy program. Germany had been experiencing chronic and increasing difficulties in trying to make a solvent foreign trade balance sheet. Footing the annual bill for crude rubber imports was one of the worst foreign exchange problems. So the production of synthetic rubber became a part of the German autarchy program, with the government paying the costs and directing the procedure. Experimental production of Buna was continued and increased. Small quantities were soon being delivered to the entire German rubber industry, which had to use them as best they could. These products were sold

by I.G. under government direction, the German rubber fabricators being compelled to absorb established quotas. The entire world knew of this situation, and the great American rubber companies, all of whom maintained contacts with the German rubber trade, followed developments there with mixed feelings. While there was general interest in the scientific aspects of the German synthetic rubber program, no one here envied the German rubber companies who were compelled to absorb the inferior Buna product.

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Dr. Fritz ter Meer, the I.G. director in charge of the Buna development, visited New York during the latter part of 1935 to confer with us about it. Like most of the high executives of the I.G., he was a scientist by training and was familiar with the research work as well as the commercial operations. At that time the production of Buna-S in Germany was 25 tons a month. By instruction from Goering's Economic Ministry it was supposed to reach 200 tons a month within one year, and 1000 tons a month (about 15 per cent of Germany's needs) in three years. The output was to be sold under government direction.

Dr. ter Meer's report on Buna-S at that time was far from encouraging. In its natural form the product was said to have some superior qualities, especially for tire treads, since in some but not all tests it seemed to show more resistance to wear than the best natural rubber. But it was still impossible to handle the Buna-S satisfactorily on the milling and compounding machines made for natural rubber. It could be handled on the regular machinery by adding a softening agent, but its good qualities were then lost. Moreover, the cost figures showed the product to be

entirely hopeless from an economic standpoint; it could not compete in price with natural rubber.

Ter Meer had come to the conclusion that for immediate purposes neoprene might be more promising than Buna. Both in the United States and Germany a few experimental tires had been made of neoprene, and ter Meer thought at that time that a 100 per cent neoprene tire would prove better than a 100 per cent Buna tire. Neoprene could certainly be used much more readily in the existing equipment of the rubber industry than could Buna. As to raw materials, neoprene started with acetylene, upon which Buna was then also based in Germany, but neoprene required in addition only chlorine, which was cheaper and more abundant than styrene. So convinced were the I.G. people at this^{time}/of neoprene's

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superior promise, that they contemplated negotiating for the rights to make neoprene in Germany. They then proposed to discuss with the German government the possible substitution of neoprene for part or all of the projected 1000 ton per month development of Buna.

Ter Meer's subsequent investigations here and in Germany made him abandon this plan. He later reported that it was another instance of the grass in the neighbor's field looking greener than one's own. The troubles with Buna had been quite obvious to him, but he had not been able to see the neoprene troubles until he looked more closely.*

Three years later, in the spring of 1938, the German government-subsidized production of Buna was far behind the original schedule, but had reached 5000 tons a year. This meant that German rubber manufacturers were required to absorb quotas of the unwanted product equal to perhaps 7 per cent of their total rubber consumption. Their complaints were

contingous and bitter. Chief among their charges was that it took two to three times as much milling capacity to handle the Buna.

The only bright spot that had developed in the picture was the continued improvement of a variety of Buna known as "Buna-N", or "Perbunan" which had been invented by Tschunkur and another I.G. chemist, Erich Konrad, and patented in the United States in 1934.^x This new rubber was made by combining butadiene with a substantial proportion of a rather expensive synthetic chemical known as "acryloni-

*In 1939 when Standard took over I.G.'s interest in Buna in the United States, it developed that in the course of its neoprene discussions with du Pont I.G. had promised du Pont that it would give them a chance to make a proposal before making any final decision on Buna in the United States. Standard had to make good on this promise but nothing ever came of it. Du Pont first stated it would be interested in B-una only on the basis of an exclusive license. We could not consider this. Later du Pont made an inquiry about terms for a possible non-exclusive license but no active negotiations were ever undertaken.

^x Patent # 1,973,000.

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trile." The especially valuable quality of Buna-N was its high resistance to attack by oil. Natural rubber, if exposed to contact with mineral oils, has a tendency to swell up, soften and finally to disintegrate-no matter how it is compounded and vulcanized. If oil hoses and gaskets for oil pipe lines are made of natural rubber, their life is apt to be short. This characteristic of natural rubber had always troubled rubber fabricators in Germany as well as elsewhere. Thiokol and

neoprene met the difficulty, but each had its own objectionable peculiarities also. Buna-N was a definite advance in this special field.

Buna-N was introduced commercially in this country through an accident. Early in 1937 the du Pont neoprene plant was put out of commission for a lengthy period by an explosion. The rubber trade in America, now accustomed to using neoprene in small quantities for many special articles, found itself without supplies. The du Pont Company tried to do everything in its power to help these customers. Some of them were able to use Thiokol, but for many of them Thiokol was unsuitable. Du Pont brought this situation to the attention of I.G. and a small shipment of Buna-N was sent to the United States promptly. It was found to be entirely satisfactory to many of the American consumers who had been using neoprene and to new customers as well. The demand for Buna-N for special high-value uses increased steadily.

This demand, however, was infinitesimal compared with requirements for natural rubber at normal prices. The material did not replace rubber but went almost entirely into new uses where rubber had not been suitable. Total consumption reached a rate of about one ton a day. The selling price was from \$ 1.00 to \$ 1.20 a pound. At that time neoprene sold at 70 cents and natural rubber at 15 cents per pound.

Thus the German Buna was introduced into the American market in 1937. But its launching was far from being the event that Standard and I.G. had visualized years before. It did not replace natural rubber. It came, not as a new basic industry for the country, but as a high-priced speciality of
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very limited possibilities. It was not made, and apparently could not yet be made competitively, from oil or natural gas.

It was produced in Germany from coal, and if any were to be made in America, the simplest course would be to make it in the same way, from coal-produced acetylene. Under these conditions it would have been technically outside our Joint Study contract and might have remained the sole property of I.G. Any report of synthetic rubber developments to this point would necessarily have concluded with the statement that there was as yet nothing in the whole picture of any great importance, either to the United States or to Standard Oil Company.

Meanwhile, however, besides the small commercial deliveries and samples of Buna-N which were coming into this country, some new samples of Buna-S were also being imported. The first general shipments of Buna-S samples to American rubber companies had begun in February, 1937. In September of that year, I.G. furnished Standard with a list of eight companies to whom they had sent several hundred pounds of samples. Arrangements for these samples had been made by these companies directly with I.G. The I.G.'s report to us of the interest displayed in the samples by these American rubber companies, the new interest in Buna-N, and inquiries concerning Buna we ourselves had received from some of the American companies, resulted in new discussions with I.G. in September, 1937. It was decided that the Joint Study Company would follow up the commercial market in the United States for Buna-N, the oil-resisting specialty rubber; and that there should be regular small importations of this type of Buna from Germany for the purpose. The importations were made by the I.G.'s regular sales agents in New York.

Then, in March, 1938, when the imported Buna-N was being received with increasing favor in the United States, I.G. reported to us that German manufacturers were having

much better success in handling Buna-S, the tire rubber.

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Chapter V

BUTYL RUBBER AND AVIATION GASOLINE

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The Story of Butyl started with a technical meeting at Ludwigshafen which I attended in April, 1932. Dr. Martin Mueller-Conradi, connected with the management of the Oppau works of the I.G. which adjoined Ludwigshafen, described a new scientific discovery which I.G. thought would interest us. He began by handing me a small glass jar half filled with a transparent viscous substance. It looked and felt like a heavy tar which by some miracle had been bleached and made as clear as water.

This product had been developed, he told me, at the Oppau laboratories. It was subsequently called by several trade names, the name most commonly used in the United States being "Vistanex."

The Vistanex was made from a well known by-product of oil refining called iso-butylene. Its molecule is like that of butadiene, save that it has only two free hands or chemical bonds with which to take hold of other molecules, whereas butadiene has four. Like butadiene, it is on the borderline between a gas and a liquid. If left in an open vessel at ordinary temperatures, it will evaporate and become a gas almost im-

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mediately, but if confined under slight pressure, or kept at a low temperature, it will remain liquid. It was well known that the isobutylene molecules were quite willing to

join hands with one another, but generally they formed thin liquids similar to gasoline. In a few instances higher polymers similar to lubricating oils had been produced, but isobutylene had heretofore refused to link into longer chains.

Dr. Mueller-Cunradi explained that his laboratory had recently discovered that if isobutylene was cooled to a temperature of approximately 100° F. below zero, and then treated with minute amounts of a little-known gas called boron fluoride, which served as a catalyst, the molecules would instantly combine into long chains. The result was a plastic solid. It was apparent that here was a possible method of making synthetic rubber. I examined the sample more closely. It was somewhat like rubber; at least it was slightly elastic. If it were a new starting point for rubber, it would be an important discovery, because, unlike butadiene, isobutylene was already available in the oil refining industry, and we had ^{only} to find means to recover and purify it.

Dr. Cunradi dispelled this dream by explaining that there were two difficulties. In the first place, although the Vistanex bore a slight resemblance to crude rubber, none that I.G. had yet been able to make was nearly elastic enough or strong enough to approach crude rubber in quality. The second difficulty was even more fundamental. The isobutylene molecule had only two free hands. When it was joined in chains, both hands were used, one on each end of each molecule, to link it to its neighbors. All the extended hands having been used to form the chain, the molecules were now smooth, and there was no way to take hold of them for cross-linking purposes. In other words, the isobutylene polymer could not be vulcanized. What, then, was the Vistanex good for?

One interesting characteristic was that, when heated to a high temperature, the long chains would break down

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into the original molecules, and the solid Vistanex would revert to a gas, leaving nothing behind. A safety fuel for use in airplanes or in airships where the fire hazard was great could be carried in the form of Vistanex in solid masses which would be harmless under any condition. As fuel was needed, the Vistanex could be melted and decomposed into gas, which would operate the engines just as well as gasoline. It was an ideal safety fuel-as safe as coal, but like coal, it was hard to handle and although some experimental devices worked well, this plan to use Vistanex as a safe aviation fuel never materialized.

A more immediately practical use suggested for Vistanex was as a thickener for oils and greases. It was closely akin to lubricating oil in its chemical constitution. A minute percentage of Vistanex dissolved in the oil would produce an observable increase in viscosity without otherwise changing the oil, and this thickening effect could be used to convert a thin or "light" lubricating oil into a thick, "heavy" one. We decided to begin with the I.G. a campaign of joint development on the product to try to commercialize it for this purpose as soon as possible.

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Standard began the sale of the Vistanex-treated oils in the winter of 1933-1934, using the trade name Paratone for liquid compounds of this type, and Vistanex for solid products.

For the initial production it was necessary to obtain isobutylene by chemical operations. At the same time, however, we began looking for methods of recovering the isobutylene

present in refinery gases by more direct means without going through intermediate chemical processes.

At this stage, the thread of the synthetic rubber development crossed that of another important American technical development which has had a tremendous influence on world history. This latter development was the class of super-fuels known as "100-octane gasoline." In 1921, Midgley at the General Motors Research Laboratories had discovered that tetraethyl lead in minute proportions greatly improved the quality of gasoline; and, in 1923, Prof. C.A. Kraus, working for Standard's research laboratory, had discovered a cheap practical process to make the tetraethyl lead. Jointly with General Motors, Standard organized in 1924 the Ethyl Gasoline Corporation to undertake the commercial production and general sale of tetraethyl lead as an improver for motor gasoline. The miraculous effect of tetraethyl lead in preventing gasoline from knocking or "pinging" in an engine had by this time become the foundation for continuous improvement in gasoline engines. Each new engine design raised the compression pressure slightly, produced more power and gave more miles per gallon. But with each increment of compression pressure the tendency of the gasoline to knock became more aggravated, and the situation could be met only by improving the quality of the gasoline or by adding more tetraethyl lead - or both.

There was no established method for measuring the knocking tendency of gasoline. It was simply tried in the engine to

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determine whether it was good enough or not good enough.

Dr. Graham Edgar of Ethyl Corporation's research laboratory met this need by working out in 1926 what was called an

"octane scale." He tested the knocking tendency of every pure compound he could find which was of the general character of gasoline. The best compound was one called iso-octane. It would not knock under any condition in any engines then in use. At the other end of the scale was found a compound called normal heptane, which was so bad that it would knock violently in any engine. By mixing iso-octane and normal heptane in different proportions, it was possible to obtain fuels of any intermediate quality. The percentage of iso-octane in the mixture was called the "octane number" of that fuel. On this scale the quality of commercial gasolines could be rated by comparing them with various octane-heptane mixtures in a test engine. Commercial gasolines at this time had an octane rating ranging from 40 to 75. By the addition of tetraethyl lead, the best ones could be brought up to a maximum octane number of about 87.*

The octane scale created a demand for important quantities of iso-octane and normal heptane to be used for testing purposes for the rating of commercial gasolines. To fill this demand, the Ethyl Corporation asked Standard's research organization for assistance in the preparation of iso-octane. Iso-octane could be made by hydrogenating a twin isobutylene molecule (di-isobutylene) and the question was whether we could supply this product.

In 1929 we made the twin molecule for the Ethyl Corporation from mixtures of gases generated in our synthetic alcohol operations. It was converted to iso-octane by the classical hydrogenation methods.

By 1934 our research organization had a double problem on its hands. We needed increasing quantities of pure

* At the time of World War II the octane rating of American motor gasoline was from 70 to 85 and of aviation gasoline from 87 to 100.

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isobutylene for production of the Vistanex, and there was also an increasing interest in producing super-fuels for automobile and airplane racing. Whenever anyone spoke of super-fuel, the obvious super-fuel was iso-octane itself, the standard of perfection by which gasoline was now being measured. In cooperation with the Ethyl Corporation, we had been producing it in small quantities for some years, for use as a fuel in laboratory test engines and the Shell Oil Company had also produced some and sold it to the Army Air Corps for test purposes. But the goal now was commercial production on a large scale as a super-fuel for automobile and airplane engines.

We solved both of these new commercial problems in 1935. The synthetic alcohol manufacturing which we had begun in 1919 was by this time a substantial industry. One of the steps in this operation was a preliminary purification of the refinery gases. By proper control of this operation, it was found possible to convert the isobutylene present in the gases into twins and triplets; that is, diisobutylene and triisobutylene. We hydrogenated the twins to make iso-octane, using the I.G. high pressure hydrogenation technique slightly modified, and decomposed the triplets back to pure isobutylene by passing them over a catalyst. These processes worked smoothly and successfully from the beginning and provided at one stroke our raw materials for both Vistanex and iso-octane.

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During this early period of development it seemed probable that I.G. would be able to help us with Butyl because of their work on Vistanex, Buna, and synthetic rubber in general. Under our contract of 1929 and 1930 they would become entitled, through the Joint Study Company, to a net participation of 37½ per cent in Butyl rubber when we had progressed far enough to initiate commercial testing and exploitation - just as we had become entitled to the same that it was based on oil or natural gas. However, while participation in their Buna development to the extent Butyl was an entirely new technical development and not merely an improvement on Vistanex, it was so near chemically to the Vistanex that we had reason to think the I.G. might learn how to make Butyl in their own research work. If they did that before we told them of our discovery, our rights as originators of the product would be prejudiced.* There was some fear in our organization that if we disclosed Butyl to the I.G. too soon, they might outdistance us in improv-

*Art. V of the Jasco agreement provided "The rule shall be that the party which first acquaints the other with the technical details of a new chemical process . . . shall be considered the originator. . . ."

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ing it and then ask our that our claim be compromised. The question never came up formally because the war intervened before Butyl had progressed far enough to be offered to the Joint Study Company but it must be said that they never gave indication of any such intention.

Butyl rubber, like its older sister Buna, had a

troubled childhood. There were times when it gave promise of supplanting the Buna, and other times when it looked as though it never would be practical. Ultimately it became a very useful factor in the wartime synthetic rubber industry, second in importance only to Buna.

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Chapter VI

THE LAST YEAR OF PEACE

On a visit to Germany in the early spring of 1938, I reviewed with Dr. ter Meer the status of the Buna rubber development. In the United States the interest in synthetic rubber was slowly increasing. Neoprene and Thiokol were by this time standard commercial products, although their total tonnage was less than one per cent of American rubber consumption.

It was clear to us now that there were two kinds of demand for synthetic rubber, and that these two demands involved quite different factors. The first was for basic or generalpurpose rubber to compete directly with natural rubber; the second for new rubber-like products having certain properties quite different from natural rubber. Manufacturers would pay as much as \$ 1 per pound for small amounts of these specialty rubbers, to be used in such products as gasoline hoses and valves and diaphragms in oil pumps - uses for which natural rubber is not satisfactory. In these cases the price of the synthetic rubber was a minor element in the cost of the finished product.

But this was not the type of industry that Standard Oil Company (M.J.) and the German I.D. Company had had in mind in carrying forward the work on Buna. We had been aiming at the natural rubber market - over 1,000,000 tons a

year - not the specialty market of a few thousand tons. But others in America had been thinking mainly of this special market and during the preceding two years had made many inquiries of us. One company, which had a small but growing
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business in pipe couplings mainly used in the oil and gas industries, had been working assiduously with samples of Buna and was asking for exclusive rights to use ^{it} in their field. One of the leading manufacturers of chemical specialties for the rubber trade had applied for a contract as exclusive sales agent for Buna in the United States. Several American companies had approached us, indicating their interest in Buna as a specialty, and some of these same concerns also were making inquiries of the I.G. representatives in New York and the I.G. headquarters in Germany.

It was ter Meer's opinion that these American companies had no immediate interest in trying to advance the development of Buna rubber for general use as a replacement for natural rubber, but rather were interested only in obtaining an immediate profit or a competitive advantage in special lines. He pointed out that the German objective from the very beginning had been to develop a practical substitute for natural rubber in order to be independent of imports. This objective was deeply rooted in economic and military thinking in Germany. No such objective had influenced American thinking, save perhaps during the short period of resentment over the high prices resulting from the Stevenson crude rubber control plan.

After his discussion of this American situation Dr. ter Meer explained that the Buna development was moving along rapidly in Germany. All ideas of replacing Buna with neoprene had been put aside. Not only was the special quality

of Buna known as Buna-N finding a small market, but the German rubber companies were by now experiencing less difficulty in handling Buna-S, the general-purpose rubber. The picture had changed to such an extent that I was encouraged to believe again that, with more time and effort, it might be economically feasible to introduce Buna as an all-purpose rubber in the United States.

Next we considered the situation arising from the fact that

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the German government itself had been financing the Buna development in Germany. According to Dr. ter Meer, this meant that before I.G. could make any plans for a Buna manufacturing industry in the United States, they would have to consult their government. He feared that his government would reply that so far as the existing small demand of a ton or two a day of the special Buna-N product was concerned, it was more sensible to fill it by export from Germany than to attempt to manufacture on such a small scale in the United States. They might also urge that, because the development of Buna-S as an all-purpose rubber still had to be subsidized a premature attempt to promote it commercially and without any government subsidy in the United States would result in giving it a bad name which would handicap its acceptance later.

Acknowledging these factors, I told Dr. ter Meer

I thought they were out-weighed by others. We felt, I told him, that even on a very small scale the Buna-N manufacturing industry could be successfully established in the United States as a competitor of Thiokol and neoprene. Also, while granting that it would take a great deal of patience, I thought the leading American rubber companies could be interested in some sound and practical cooperative arrangement

for commercial development of a general-purpose synthetic rubber of the Buna-S type, even though it might cost initially more than natural rubber.

All the Buna rubber made up to this time had come from coal and not from oil, and we therefore had no claim on the German acetylene process; I.G. was not obliged to submit it to the Joint Study Company. I reminded ter Meer, however, that our two companies had proceeded since 1930 on the assumption that, in the United States at least, Buna would be made from oil or natural gas, if it were produced on any large scale, and that accordingly both parties had always considered it to be in substance, if not in form, within the Joint

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Study Agreement. I reminded him also that we had spent more than three-quarters of a million dollars as our share in the Baton Rouge arc acetylene process and related developments; that we were warranted in holding that these considerations gave us a right to insist that the Joint Study Company should now attempt to organize an American group to take over the whole Buna development here.

Dr. ter Meer agreed that our position was reasonable and justified, and promised that he would present this point of view to his associates and, if they agreed, to his government. Ter Merr acknowledged at this time that, for some reason which he did not explain, the German government had not previously been informed that the Joint American Study Company was entitled to Buna rights outside of Germany. He intimated that in view of the large expenditures the government had made in Germany in perfecting Buna, it might be somewhat embarrassing now to break the news that foreign rights had long ago been contracted for. He was

sure, however, that if the matter were handled tactfully no serious difficulties would arise on this account.

Wenn our discussion of the Buna situation was finished, I reviewed with Dr. ter Meer our new development, Butyl. We had filed our patent application in the U.S. Patent Office the preceding year, and would be compelled to file it in England, France, Germany and other foreign countries within a few months to protect our patent rights there. Ter Meer's reaction was satisfactory. He raised no question of the relation of our Butyl to their Vistanex. He complimented us on an outstanding piece of chemical development, but very quickly put his finger on the weak spots. He asked especially about the hysteresis characteristics of the Butyl rubber - that is whether it had high or low internal friction. I told him it was quite high. He shook his head, and said that was the fundamental point to attack, as in their long experimentation with the Buna types they had found high hysteresis to be the most

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stubborn characteristic of a synthetic rubber. The years of subsequent work with Butyl proved him to be right.

Before we parted, ter Meer and I had agreed upon a working program. He was to attempt to convince his own associates and, if they agreed, then inform the German government that steps should be taken to initiate a commercial Buna development in the United States, without waiting further to perfect the operation or the product in Germany. We both were to review our butadiene-from-oil experimentation, and I.G. was to start intensive work on what looked to be one of the best processes for the chemical treatment of butylene derived from oil to convert it into butadiene. I.G. was to study the preliminary reports I was leaving on Butyl

in the light of their own work on Vistanex and give us any suggestions they might have. We were to proceed actively with our own Butyl development program.

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While in Berlin on this trip I learned from the I.G. directors there that ter Meer had reported to his associates our discussions of the early spring, that they all agreed with our conclusions, and that there had already been some favorable reactions from the government officials to whom they had talked during that summer of 1938. They felt they had made good progress in explaining the situation to their government and would soon be able to work out with us a plan to introduce Buna into the United States.

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The Munich crisis of 1938 overtook me in London on my way home. When it was over there was, for a time, an optimistic feeling that any further immediate troubles in Europe would be only minor ones. I had been back only a short time when word came from Dr. ter Meer that his government had now stated that it had no objection to the introduction of the Buna development into the United States. Dr. ter Meer was himself coming to initiate the discussions, and asked us to arrange meetings with some of the American rubber companies. We accordingly arranged appointments for him with the five rubber companies who had shown the most interest.

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in Buna - Firestone, General Tire and Rubber, Goodrich, Goodyear and United States Rubber.

Dr. ter Meer arrived in November, 1938. The American companies were at this time interested primarily in Buna as a

specialty business. Only the Buna-N type was of immediate commercial value to them. Dr. ter Meer was convinced, on the basis of German experience, that the future of Buna as an industry lay not with Buna-N, but with Buna-S. It was easier to make than Buna-N, for the only raw material needed besides butadiene was styrene, a chemical obtainable at relatively low cost. Also, Buna-S had been tested extensively in tires in Germany and, although it was not 100 per cent successful as a substitute for natural rubber, there was no question but that excellent tires could be made with as much as 70 per cent of Buna and 30 per cent of natural rubber, with every prospect that the natural rubber content could be much further reduced and even eliminated for light tires. Improvements had been made in handling Buna-S, and it was now reported by German rubber companies that, by a new pretreatment process which Dr. ter Meer described to us, it could be fabricated in regular tire factory machinery much more easily than Buna-N, and almost as well as natural rubber.

Dr. ter Meer brought with him data covering a long series of tests which were just being completed in Germany showing the relative wear of Buna-S tires as against natural rubber tires. This test program had been initiated and controlled by the German government and was far more complete than anything previously available. Dr. ter Meer reviewed these tests, which showed Buna-S tires to have in many cases longer average tread wear than natural rubber-in some cases as much as 30 per cent more. His plan was, therefore, to interest the American rubber companies in the use of Buna-S as a tread material on their highest grade passenger car tires, perhaps to be sold at a premium price.

A first quality tire used on light passenger cars contained

about 12 pounds of rubber, only 4 pounds being in the tread, but it was then the American custom to throw away passenger car tires or sell them as junk when the tread had worn smooth. Therefore, the life of the tire in the hands of the consumer was simply the life of the tread. If this tread could be made to wear 25 per cent longer, the whole tire would have a 25 per cent higher value to the motorist. The retail price of such a tire was then about \$ 12. With 25 per cent more mileage, it would be worth \$ 3 more. Assuming that natural rubber would cost 10 cents less per pound than Buna-S, the extra cost of the tread might be 40 cents but it would be worth \$ 3 extra to the motorist. In addition, such tires would become recognized as the standard of highest quality, an asset to any tire manufacturer.

This line of reasoning was not new, but Dr. ter Meer now believed he had the data to prove that it was correct. His plan was to take advantage of the immediate financial interest which the American companies were displaying in the Buna-N type of rubber to interest them in the manufacture of Buna-S on a large scale for use as a tread stock. If this could be done, we should finally have arrived at our original goal of starting a real synthetic rubber industry in the United States - not merely as a small volume specialty business which would have costs too high to permit it to compete with natural rubber, but as a relatively large-volume product.

Dr. ter Meer opened his discussions with the five American rubber companies during December, 1938. The first question, of course, was the quality of Buna-S. Was it good enough to be practical in tires which had to be sold in the competitive market? Would it give superior mileage?

The rubber companies had all had long experience in testing tires, but this was a field in which it was particular

arly difficult to reconcile test results. It was not recognized as clearly then as it was later that this difficulty was largely due to the

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difference between results obtained in hard service and those obtained in mild service.

In early 1939, when this matter was under discussion between the I.G. and the American rubber companies, inconsistencies in test results had been observed, but their explanation was not agreed upon. The American companies wanted to run tests of their own, and ter Meer agreed to send each of them necessary quantities of the latest type of Buna-S rubber and also an expert, experienced in the compounding, fabrication and vulcanizing of Buna-S tires. When ter Meer left in January, 1939, this program had been set, and was subsequently carried through.

The German expert, Dr. Koch, arrived early in 1939, and proceeded in turn to the factories and laboratories of the rubber companies where test tires were being made up. The regular New York representatives of I.G. followed the work closely and from time to time advised us verbally of the progress being made. Some of the companies had completed their tests, and all were well along on them before the outbreak of the war in Europe in September, 1939. The results were on the whole favorable and were accepted as general confirmation of the German tests reported by Dr. ter Meer. To stimulate interest in synthetic rubber in the United States, the I.G. Expert, Dr. Koch, presented a scientific paper on the Buna rubber to the meeting of the Rubber Section of the American Chemical Society in Baltimore in April, 1939.

During these months in which the American rubber industry was checking the German tests of the latest Buna

rubber, the international political situation was deteriorating rapidly. The public, the press, the Congress, and the Administration - all seemed determined that our nation must not again be drawn into the European maelstrom. But war was in the air. We in Standard knew that the Ass't. Secretary of War, Lewis Johnson, was making a hard fight to establish an industrial preparedness program, and that with his backing Seite 73:

the Army and Navy Munitions Board was trying to complete a survey of American production potentialities in case of war. Seite 75, letzter Absatz:

From Paris I went to Germany in the spring of 1939 to check up personally on the butadiene program, which some of our chemical engineers had been following actively with the I.G. people. I visited the pilot plant at the I.G. Oppau works near Mannheim, where butadiene was being produced by the chlorination process from refinery butylene supplied by Standard. The pilot operation was now working very well, and I was given technical reports and designs for this process.

On my return to the United States in the late spring of 1939, the first order of business was another technical development in which the I.G. was actively interested, and which also played a part in the rubber drama. This was catalytic cracking.

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Chapter VII

WAR IN EUROPE

For the world at large the summer of 1939 marked the slow eclipse of "peace in our time." For Standard's technical organization it was a summer of hard work and vexing problems. Laboratory experimentation on Butyl was being pressed at an expenditure of about \$ 10,000 per month. Hoping for agreement

on a program for Buna manufacture the following winter, we were busy with plans to produce its raw material, butadiene. In addition, the Ordnance Department of the U.S. Army was depending upon our group to develop a process for large-scale production of synthetic toluene—a complicated operation which, like our French plant for producing aviation gasoline, was an offshoot of the German hydrogenation process but which, in the development stage, involved altering and combining manufacturing operations at refineries in Louisiana, Texas and New Jersey, and shuttling trains of tank cars from one to the other to take advantage of special equipment at each place.

At the same time we were trying to reconcile varying interests within a group called Catalytic^{tic} Research Associates. This group included three foreign companies — I.G. Farbenindustrie, the British Anglo-Iranian Oil Company and the Dutch-British Royal Dutch-Shell Company; three American oil companies — the Texas Company, Standard Oil Company (Indiana) and our own company; and two American process development organizations operating in the oil industry — The E. W. Kellogg Company and the Universal Oil Products Company. All were interested in the catalytic treatment of

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oils. Each had technical contributions to make. The group was trying to arrive at some workable arrangement under which they could exchange their knowledge and supplement one another's research efforts in catalytic refining, and each could secure the right to use or to license the processes resulting from the combined efforts.

Seite 79, ab Zeile 3:

When the blow finally fell on August 31, one could almost feel its physical impact on the crowd.

Seite 79, 3. Absatz:

Like every American, I thought of the critical problems which the coming of war in Europe forced us to face at home. Surely the United States would now have to begin industrial and military preparedness on a great scale. This would mean forced - draft development of new processes and plants useful in a defense effort. Aviation gasoline and synthetic toluene were certain to be critical problems. What about rubber ?

I considered the Buna development. After nearly ten years of effort it had just now arrived at the point of being ready for launching in the United States. But Buna was a German invention, patented in our own U.S. Patent Office by I.G. Farbenindustrie. Its commercialization in the United States under the existing arrangements would have to be a joint enterprise undertaken through the Joint Study Company, and on all Buna questions I.G. would have the deciding voice because it was their original process. As matters stood, we could do nothing alone. The United States government could of course act in complete disregard of the patents, no matter who owned them. This inherent right had been specifically confirmed by a special statute many years before. But there

Seite 80:

was no existing governmental machinery capable of establishing a synthetic rubber industry. Private initiative and private industry would have to plan and carry through any such development and about all it could hope for from the government was financial help.

Also, there was the matter of documents of assignment or grant for a great number of patents in which Standard had an interest but which had originated with the I.G. Several thousands of them had been involved in the 1929 agreement and

the supplementary 1930 agreement. They included all existing patents of the I.G. relating to oil throughout the world except Germany. They included also those dealing with oilchemical industries.

In handling these patents, the usual procedure had been to rely on the general contracts and postpone execution or recording of formal documents covering the separate patents until some business reason made these steps necessary. The situation was further complicated by the fact that the right of the two American patent holding companies, Standard-I.G. Company and the Joint Study Company (Jasco), to many of the most important patents, including Buna patents, was in many cases an exclusive right under the patent for the defined purposes only, with I.G. having the exclusive right under the patent for all other purposes. The detailed procedure was established by the 1929 contract for the oil patents. If the patent were mainly useful for the processes which belonged to us, it was to be assigned to us, leaving I.G. with a reserved exclusive license for itself for all processes it had not sold to us, and conversely, if uses in our defined field were not the principal ones dealt with in the patent, I.G. would keep the title and we would have the exclusive license only in our defined field. It was often difficult to decide which was the greater and which the lesser use of the patent. In the case of the oil-chemical patents, the parties had disregarded all formalities while proceeding with the development work. For these

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various reasons, the two patent holding companies had, during the preceding ten years, taken separate assignments to less than half of the total patents to which they were entitled in whole or in part by the blanket provisions of our 1929

purchase agreement with I.G. We had, during recent troubled months, been trying to clear up the records on more of these patents, but a great number of separate formal documents were still needed.

At this time, of course, the United States was not at war with Germany. Diplomatic and trade relations continued and normal legal procedures had to be observed. However, a blockade by the British fleet, which would unquestionably be instituted, might make it difficult or even impossible to obtain delivery of legal documents from Germany, or to communicate freely as had been our custom on technical and patent problems involved in our contracts with the I.G.

It was clear that Standard would have to adjust itself at once to an entirely new set of conditions which might last a short time or a long time, and might or might not eventually involve our own country in the war. The thing to do seemed to be to try our best to arrange matters so that we could carry forward without delay or interruption, alone and not rely independent of I.G. if necessary, all of the important technical developments which came under our 1929 and 1930 contracts and which, by those contracts, had been envisioned as being handled through jointly owned American companies in the management of which the parties would actively cooperate.

From Vichy, I cabled Mr William S. Parish, who had now succeeded Mr. Teagle as President of Standard, as follows: "Seems best await developments risking considerable delay in return because should work out at Hague best possible modus vivendi developments problems. Also seems probable you may have other requirements direct representation there."

Through our French subsidiary and with the help of the French authorities, I was able to proceed to London as soon

Seite 82:

as the first mobilization load was off the railways. There I reviewed the situation with our counsel, Mr. Carlisle, who was familiar with every detail of the I.G. contracts. I had already cabled New York asking that they try to arrange an appointment with Von Knierien of I.G. for me in Holland and that he bring assignments of all patents in which we held interests. In London, I asked the American Embassy whether it would be proper for me to go to Holland to meet the I.G. representatives and get all possible help in clearing up our record titles and to discuss with them how to handle our contract relations. Mr. Herschel V. Johnson, a career diplomat who was then counsellor of the Embassy,* was doubtful of the propriety of an American citizen going to Holland to talk to England's enemies and then returning immediately to England.

I could not escape the conviction, however, that the Germans themselves were the only people who could profit from a military standpoint by leaving the relations between Standard and the I.G. in the situation into which the war had thrown them. If the right of Standard to use and license others to use these valuable processes which had originated in Germany, but which Standard knew more about than anyone else outside of Germany, were left clouded by lack of any formal documents, the effect might be to handicap the production of several important munitions of war in the world outside of Germany. Who but the Germans could derive any military benefit from this situation? Mr. Johnson saw these difficulties and referred the matter to Ambassador Joseph P. Kennedy. The Ambassador discussed the problem with us and decided that it was proper for Standard to try to obtain from the Germans documents needed to give it the freest possible hand in the exploitation of the German processes, especially in the United States.

He could see no reason for the British to object. I told the Ambassador that to reassure the

*Later an Ambassador in several capitals.

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British I would be glad to have all my discussions with the Germans in Holland take place in the presence of a representative of the American legation at The Hague. The British Foreign Office, however, had no objection to my going to to meet the Germans and returning at once to England, Holland, and save no necessity for the presence of an American government official to chaperon these business discussions.

I went alone to The Hague on September 22. There I met Dr. Fritz Ringer, a young I.G. chemical executive who had been handling many of their contract matters with us for several years. His only companion was a junior lawyer from their patent department. Von Knierim, their legal chief, had been unable to come.

They had brought with them long lists of patent assignments covering all the principal countries of the world. There had been no time to consider each patent in detail. They said that wherever it appeared that the patent seemed to come under our contracts, they had brought the assignment and that they had confidence in our willingness to rectify any errors which might appear on careful checking of the contracts and patents. They asked only that I acknowledge that they remained entitled, under these patents, to all licensing rights not sold by the original contracts and at the same time gave me their assurance that if they had overlooked any patent in which we held rights, they would correct the error.* This voluntary action on their part solved the worst problem involved in the patents by clearing all the record titles. It created some secondary legal problems but we were able to find

*Text of their assurance read "Similarly it may have happened, though we do not think it probable, that one case or other actually coming within the scope of our agreement has been left out from the assignments by mistake. In such a case we, of course, maintain the view that your contractual rights thereunder are not in any way modified. We are, of course, quite prepared to correct such a mistake if it should have happened by making out an appropriate assignment."

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solutions to all these secondary problems after my return to the United States.

Seite 85, 2. Absatz:

As soon as all the patent assignments had been checked for form and delivered to me, and while Dr. Kinger and I were awaiting word from Washington on the French assignments, we took up the problem of the Joint American Study Company which was entitled to the exclusive right to the synthetic chemical processes. The situation confronting us was a difficult one. We had organized an American corporation, owned equally by the I.G. and Standard and intended as a vehicle for commercializing these new processes for making chemical products from oil or gas. Each company had to put up the capital required in equal amounts, but the company originating a process had a five-eighths net interest in the proceeds (after repayment of the expenses of development) and the right to decide upon the program with respect to its development.

So far, the Joint Study Company had undertaken active work on several developments, all originating with I.G. I.G. had the deciding voice on each of them and nothing could be done without its consent. Although the United States was not at war with Germany, we both feared that unless something were

done, the Joint Study Company's business would be likely to stand still until peace came to the world again, whenever that might be.

The Vistanor process had gotten involved in complications which had been taken care of temporarily by an agreement which permitted Standard to carry on the business commercially, an agreed royalty being paid directly to I.G. On

the synthetic fatty acid and all aspects of the Buna processes no definitive commercial arrangements of any kind had yet been made but Dr. Ringer knew of the plans on which we had just been working with Dr. Meer to start a Buna development in the United States.

The most obvious solution was for Standard to buy out for cash the I.G.'s entire interest in the Joint Study Company and related contracts, and then proceed entirely on its own responsibility and with its own money.

The first difficulty here was the uncertainty as to the values involved. I did not know how much I.G. had spent in developing their processes, but it certainly was many millions. Presumably they would not want to sell at a loss. On the other hand, I did not believe Standard's Board of Directors would wish to buy for a large amount in cash the German interest in these new processes of which only one, the Vistanor process, had yet demonstrated any earning power.

And, as I considered it, there was another strong argument against a cash purchase. Although the United States was committed to a policy of formal neutrality in the war which had just begun, American sympathies were definitely not with Germany. Whatever the commercial considerations might be, I felt sure that Standard would hesitate to make a large cash payment to a German concern at this time. There was not

yet any control of foreign exchange in the United States and any such payment made to German nationals would become at once available for use by their government to aid ^{it} in prosecuting the war.

Another possible solution occurred to me. Standard might trade its three-eighths interest in the processes in a part of the world for I.G.'s five-eighths interest in other parts of the world.

It was obvious that the German stock interest in the Joint Study Company would present a real problem in France
Seite 87:

and England during the war, and that, whatever the outcome of the war, any German business interest would be unpopular in those countries for years afterward. Standard, however, wished to proceed with the new processes in both of these countries as well as in the United States, and was under no present or prospective handicap. On the other hand, the I.G. might wish (or find themselves urged by their government) to have the Joint Study Company proceed actively in Italy, Spain, Japan, or even Russia, on some of these processes. We had a contract right to be informed, and could object, but could not block such action.

It looked as though it would suit both parties best if we could part company through a trade of some kind, each party getting free of an embarrassment and clearing his own road. Since Standard had the minority interest and also wanted to keep the United States rights as its part of the trade, it looked as though we would have to give up our interest not only in the countries which were definitely in Germany's orbit, including Russia at that time, but also in all the neutral world as well. This was hard to swallow, but I did not think it would be worth while to offer anything less. I ment-

ioned the idea to Dr. Ringer, and he seemed to receive it favorably.

When we resumed discussion the following day, he said that the plan was attractive in some ways but seemed to involve too much financial risk for his company. The largest source of income from the processes, he thought, would be the United States. Germany was not at war with the United States and did not expect to be, and he felt that I.G. was entitled to continue to receive its share of whatever could be earned from these processes in the United States - whereas I had proposed that I.G. relinquish its full interest to Standard. On the other hand, he said, the prospects for future revenue from the countries other than the United States might not be proportionate. If the proposed trade were made, therefore, he

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felt that I.G. was entitled to something in addition to the exchange of patent rights in the various countries.

Ringer may, or may not, have known at the time, however, something I did not learn until the following year - the Nazi government had already made a synthetic rubber agreement of some kind with the Italian government. Since Ringer had, during our first day together, mentioned that he expected soon to go to Moscow for technical discussions with the Russians, whom we both know to be interested in Buna rubber, it is possible, also, that he foresaw the prospect of being required by his government to make some arrangements with Russia concerning Buna. Ringer recognized that Standard's minority interest in the synthetic rubber processes outside Germany was creating difficult problems for the I.G. with their own government. Apparently because of this embarrassment, I.G.

had not yet asked its government for permission to include these Buna assignments in the batch he was delivering, although he freely acknowledged their obligation to do so, and promised that this would be taken care of at once.

Discussions along these lines, however, seemed to get nowhere. Ringer was unwilling to gamble on my proposed trade. I was unwilling to suggest a cash purchase. The impasse was finally broken when we agreed that what we both wanted, fundamentally, was to dissolve the joint arrangement by dividing the assets on a basis which would be absolutely fair as judged by the original contract. We decided, therefore, to adopt my plan with the provision that both parties would stand ready to review how the trade had worked out in actual operation, and, if it appeared to have been inequitable, the inequity would be adjusted in some fair way. We had come to a point, where if we were to get out of the stalemate, each of us would have to rely on the fairness and commercial integrity of the other to redress any inequitable result of this hasty division of the property.

Seite 09:

We wrote out in longhand the "Hague Agreement" which resulted from this discussion at the offices of Standard's Dutch subsidiary company in The Hague and typewritten copies were made from the handwritten draft. The agreement was to become effective only if ratified by our respective companies. By this document the entire ownership of the Joint American Study Company - with all its "Jasco" processes - for use in the United States, the British and French empires, was to come into the hands of Standard. Standard in turn surrendered to the I.G. all of its own interest and that of the Joint Company in all these processes for the remainder of the

world. Iraq was named initially as part of Standard's territory because it was a protectorate of England and therefore, arguably, a part of the British Empire, but we conceded this minor point later. Perhaps because the agreement was prepared in hand-written drafts, it was short and simple. It is reproduced in the appendix.*

Dr. Ringer mentioned to me at The Hague that through telegraphic exchanges between New York and Berlin, he understood Standard had purchased the I.G.'s holdings of 20 per cent of the stock of our patent management company, Standard-I.G. Company. On my return to London on September 26th, I obtained further information on this transaction.

On the outbreak of the war, the Standard executives in New York had become concerned about having I.G. continue as a shareholder in the Standard-I.G. Company. This was of no great financial consequence, since the shares carried only a small dividend right, (\$ 2200 per annum) all the remaining earnings being paid out as royalties. But continued ownership of the shares gave I.G. the right to elect two of the ten directors. This would permit I.G. to keep in touch with everything done concerning these important processes throughout the

* Appendix, p. 265.

Seite 90:

world and thus the jointly owned patent management company would be acting as a continuing source of information for Germany. If America should itself come into the war against Germany, the I.G. stock would be seized and perhaps sold to speculators who could be of no help to the company but would be entitled to elect two of its directors. Standard's Board had therefore decided to try to purchase the I.G. stock at

once, and their cabled offer of \$ 20,000, the original cost and reasonable value of the stock, had been accepted by I.G.

With the purchase of the Standard-I.G. stock already consummated in New York, with formal assignments of all the patents covering the processes which belonged to us in hand or on their way to us, and with a plan for the territorial division of the Joint Study Company's assets and the incidental acquisition of I.G.'s stock in that company worked out, it seemed to us in London that everything had been completed which needed to be done to eliminate the I.G. as participants in the actual handling of the new processes. They would retain their royalty rights in the oil processes, but in the chemical processes all rights in the U.S., England and France would now belong to us.

These changes had been effected without making any cash payments to Germany save for the \$ 20,000 paid for the Standard-I.G. Company stock. There had been no time to draft the lengthy contracts, which ordinarily marked each major step in the relations of these large corporations. But these hasty and skeletonized arrangements, like a typical "modus vivendi" of diplomatic usage, were adequate to form the working framework of a permanent new status between the parties.

Subsequent exchanges of cablegrams and letters confirmed the acceptance of the new framework by the parties, made some necessary corrections in legal forms, and clarified details such as the Buna process definition in which the exact technical language was an important part of the agreement.

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CHAPTER VIII

THE MUNITIONS BOARD.

Absatz 2:

It required no military expert to sense the potential dangers, and as soon as I had reported to our own directors in New York I asked for an appointment with the Army and Navy Munitions Board in Washington. On October 19, 1939, Dr. Frolich, Dr. Hopkins and I saw the Board and reported that Standard was taking measures to get the Germans out of the Joint Study Company which owned the Buna processes. We found the Board fully alive to the increasing importance of the rubber situation. We discussed what to do next and it was agreed that the best way to make progress would be for Standard to follow up the discussions with the rubber companies which had been initiated at our request by ter Meer of Seite 93:

I.G. in late 1939 and which had now progressed to the point of laboratory and road testing by these companies of the latest grade of German Buna S rubber.

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CHAPTER IX EUROPE FALLS

2. Absatz:

We arrived in Basle, Switzerland, in mid-April of 1940. The I.G. representatives arrived almost at the same time, and we began our principal business discussions, which had to do with the clearing up of the Catalytic Research Associates problem. It was troublesome and complicated, and we found

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it necessary to refer several points back to New York by telephone and cable. In the intervals of these discussions we took care of several remaining details on Buna rubber which had arisen in connection with the patent lists and definitions

implementing the Hague Agreement. We also broached our proposal to buy a set of designs for the latest type German Buna polymerization unit. Back at home plans and engineering studies were now under way for a Buna plant at our refinery in Baton Rouge, Louisiana. This was going to cost several hundred thousand dollars. We had estimated Standard might save as much as \$ 100,000 if we could buy a complete set of German plants, but were afraid that restrictions on the export of any war-plant plans from Germany would prevent the I.G. from selling them to Standard. That proved to be the case. The I.G. representatives said there was no use in even raising the question with the German authorities.

One other point was very much on our minds. We wanted to make sure, if possible, that the Germans had not, since the outbreak of the war in Europe, made any radical changes in their Buna manufacturing processes or formulas. Direct questions were out of order, since the I.G. men could not discuss any phase of Germany's industrial war effort. But during the settlements of patent transfers and discussions of license definitions needed to implement the Hague Agreement, we obtained sufficient data to feel sure that all of the fundamentals of the Buna operation had remained unchanged. This conclusion was later fully confirmed.

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We also received at this time news of the death of Dr. Carl Bosch, the chairman * of the I.G. with whom Standard had negotiated its 1929 contract. He had never been able to adjust himself to the Nazi regime and had been in failing health and in even worse spirits for some three years. In telling us of his death, his associates in Basle said of him that he was the only man left in public life in Germany who still spoke his own mind on political questions.

x)

At the time of his death Dr. Bosch was chairman of the Aufsichtsrat or Shareholders' Committee. Dr. Hermann Schmitz, formerly financial director had succeeded him as head of the Vorstand or Management Board.

Die vorstehende wortgetreue und richtige Abschrift des obigen Schriftstückes wird hiermit bescheinigt.

Horst Peickmann
Rechtsanwalt

CERTIFICATE OF TRANSLATION

23. January 1948.

I, Robert Hoffmann, AGO No. 20 162, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Document Book III Knisriem.

Robert Hoffmann
AGO No. 20 162

"End"

Case 6
Defense

TRIBUNAL VI
CASE VI

SUPPLEMENT to
Document Book III
of
Dr. August von KNIERIEM
Doc.Nr.29 page 273-280

Presented by
the defense counsel

Horst PELCKMANN
attorney-at-law

Teng



Affidavit of Frank A. Howard

I, Frank A. Howard, after having first been warned that I am liable to punishment for making false statements, state herewith under oath and of my own free will the following, being aware of the fact my statements are to be submitted to the Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

I am a native citizen of the United States now residing at 920 5th Avenue, New York 22, New York.

I have been requested to furnish this affidavit by a letter from Rechtsanwalt Horst Pelckmann of Berlin; true copy of which letter is annexed hereto and made a part hereof.

I am the author of the book "Buna Rubber, The Birth of an Industry", copyrighted and published by D. Van Nostrand Company, Inc. of New York in March 1947 and reprinted in November 1947.

The biographical data concerning me given on the publisher's jacket which was furnished as a part of this book, copy which jacket is attached hereto and made a part hereof, is correct.

The facts as stated in chapters I to IX of the said book are all true to the best of my memory, knowledge, and belief.

In the preparation of the book I checked and supplemented my own knowledge and recollection of the facts stated therein as follows:

Dr. von Knieriem

Dok. Nr. 29

First, by examination of contemporaneous documents of Standard Oil Company (N.J.) and its affiliated companies found in a search made at my request. At the time of this search I was a vice-president of Standard Oil Company (N.J.) and the search was supervised personally for me by Dr. M.B. Hopkins, who is referred to in the said book.

Second, following my retirement as an executive of Standard Oil Company (N.J.) in 1945, I requested the Company to check the manuscript before release for publication for any apparent inaccuracies of fact. This check was supervised personally by Mr. W.C. Asbury, who is referred to in the book.

Frank A. Howard

Sworn to and subscribed before me
this 20th day of January 1948.

Rosmond F. Jones
Notary Public in The State of New York
Residing in Kings County
Kings Co. Clerk's No. 32, Reg. No. 61-JB
Commission Expires March 30, 1948

Dr. von Knieriem

Dok. 29

COPY

Horst Felckmann
Rechtsanwalt

Berlin-Charlottenburg 9
Sternstrasse 4
Now Nuernberg, Solgerstr.22

November 25, 1947

Mr.
Frank Howard
c/o Standard Oil Co.
30 Rockefeller Place
New York

Dear Sir,

you are, no doubt, informed of the trial now pending before the Military Tribunal No. VI at Nuernberg against the former leading executive of Farbenindustrie AG. I, the undersigned Rechtsanwalt Horst Felckmann, have been appointed Chief Defense Counsel for the defendant Dr. August von Knieriem. I am addressing you to-day in his name, as well as on behalf of and for

Rechtsanwalt Dr. Erich Berndt, appointed Chief Defense Counsel for the defendant Dr. Fritz ter Meer.

The indictment against IG among other charges accuses IG of not having collaborated loyally and faithfully with their non-German contract partners in the field of exchange of information on new inventions and developments and, thereby, weakening the economic and technical power of the United States for the purpose of preparing an aggressive war.

We are informed that you as one of the executives of Standard Oil (N.J.) are thoroughly familiar with the contents and execution of the "Jasco-agreement" between Standard Oil (N.J.) and IG.

Therefore, we ask you to assist the Tribunal in their endeavor to find the truth.

For that purpose we would appreciate having an affidavit, that you are the author of the book "Buna Rubber, The Birth of an Industry", published by D. van Nostrand Company, Inc. New York in 1947 and that Chapter I - IX (pages 1 - 112) of this book mentioned to you as the only parts relevant for the Nuremberg trial state the true facts to the best of your memory.

As regards your affidavit, certain regulations by Military Tribunal will have to be followed. They refer to the initial clause as well as to the verification of your signature. The enclosed form will give the necessary information.

Dr. von Knieriem

Dok. Nr. 29

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I would appreciate it, if you would kindly write the affidavit as soon as possible and send it to the address on my head of this letter by air mail.

Yours very sincerely.

1 enclosure

(signed) Palckmann

A F F I D A V I T

I, (name and address of affiant), after having first been warned that I am liable to punishment for making false statements, state herewith under oath and of my own free will the following, being aware of the fact that my statements are to be submitted to the Military Tribunal Nr. VI, Palace of Justice, Nuernberg.

(location and date)

(name of affiant)

Certification by
an official person.

Schutzumschlag

des Buches

The Birth of an Industry

BUNA RUBBER

Frank A. Howard

bestehend aus 4 Teilen

Robert A. Millikan* says of

BUNA RUBBER:

The Birth of an Industry

" I have had the opportunity to look over the proof sheets of this book, and am sure that the history which it narrates comes from the pen of one who knows more about that history than any living person. It therefore represents a contribution of great interest and value to both petroleum and rubber chemistry, as well as to the understanding of the political, and scientific developments which were intimately connected with both World War I and World War II.

"The factual attitude and the scientific objectivity which Mr. Howard has maintained throughout his narrative, in particular his entire freedom from caustic criticism in spite of the fact that the book lies in two highly controversial fields, international big business and governmental administration, gives it a unique value as a case history in these fields. It is written with a detachment extraordinarily rare for anybody who was so active a participant in the developments which it narrates. In it Mr. Howard appears not in the role of a propagandist. He is clearly concerned only with getting a factual account of a

critical chapter in the evolution of our present day world."

* Nobel prize winner in physics.

Photo des Verfassers
Affiliated Photo-C nway

FRANK A. HOWARD was, from 1919 until his retirement in 1945, the principal executive of the Standard Oil Company (N.J.) interests engaged in organizing and directing oil research technical development, and patent and chemical manufacturing activities. An engineer and lawyer by training, an international industrialist by experience, he has been Vice President of Standard Oil Company (N.J.), President of Standard Oil Development Company, President of Standard-I.G. Company, a Director of Jasco, Inc., as well as having held innumerable other executive offices in the petroleum and allied fields. He was one of the organizers of the Ethyl Corporation and throughout its history has been a director and member of its executive committee. He holds almost 100 patents on his own inventions, relating mainly to the oil business.

Previous to his long affiliation with Standard Oil Company (N.J.) he was in active practice as a patent lawyer and technical consultant in Chicago and Washington. He is a member of the American Association for the Advancement of Science, American Chemical Society, American Patent Law Association, Society^{of} Automotive Engineers, and is on the Chemical Engineering Advisory

Council of Princeton University. He established the annual lectures on industrial research which are sponsored by the National Academy of Science and the National Research Council in cooperation with his Alma Mater, George Washington University.

This is the story of the synthetic rubber industry; an absorbing, behind-the-scenes account of the building of a new industry on a great scale with most of the world as its scene of action. It is an objective study of the many sides of a controversy that stirred wide public interest; a case history representing a chapter of vital import in the history of American industry and economics.

BUNA RUBBER is an engrossing record of the events that attended the growth of Buna production from the days when the beginnings had to be made from foreign patents and research to the present when it ranks as an industry of far-reaching importance to the nation and the greatest new factor in world trade. It chronicles the enormous strides taken under the pressure of wartime emergency to relieve the threatened rubber famine in this country. It is a factual narrative written from the front lines of the new industry, by the man who has been a principal factor in synthetic rubber development and who has guided it from its earliest days into the mainstream of industrial progress.

Fragments of this story have been pieced together and cited many times before to prove a particular thesis.

Dr. von Knieriem

Dok. Nr. 29

Here is the whole story with its many economic and historic facets - a kaleidoscope of the activities of big business engaged in what is perhaps its most difficult and constructive task-the creation of new industries.

Copy of jacket of Book "Buna Rubber" referred to in my affidavit of Jan. 20, 1948

Frank A. Howard

Die wortgetreue und richtige Abschrift des obigen Schriftstuecks wird hiermit bescheinigt.

Horst Pelckmann
Rechtsanwalt

MICROCOPY

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ROLL

87

END

